KITTITAS COUNTY
DEPARTMENT OF PUBLIC WORKS

AGENDA STAFF REPORT

AGENDA DATE REQUESTED: May 3, 2011

ACTION REQUESTED: To Sign **Washington State Military Department Contract Documents, FEMA 1963-DR-WA Public Assistance Grant No. D11-012 Agreement, Winter Storm and Flood Event January 2011**

☑ Routine ☐ Public Hearing

BACKGROUND: On January 17, 2011 Kittitas County declared a Local Agency Declaration of Emergency, Resolution 2011-006, for unusual weather conditions consisting of significant snowfall, warm weather and heavy rain causing a disaster by creating extensive flooding in Kittitas County. On March 25, 2011 Kittitas County was included in a Presidential Disaster Declaration 1963-DR-WA making federal funds available to assist with the cost of emergency response and repairs to facilities damaged by the severe winter storm and the extensive flooding.

Kittitas County has requested reimbursement through the Washington State Military Department Public Assistance Grant Program for eligible damages resulting from the severe winter storm flood event beginning January 17, 2011. Under this program funding for eligible costs covered under the Project Worksheets for the Severe Winter Storms 2011 event, FEMA 1963-DR-WA, will be 75 percent federal funds.

RECOMMENDATION: Public Works requests that the Board of County Commissioners sign Washington State Military Contract Documents for FEMA 1963-DR-WA Public Assistance Grant No. D11-012 Agreement (Severe Winter Storms 2011)

HANDLING: Return all originals to Public Works for signature by Washington State Military Dept.

ATTACHMENTS: 2 Copies - Washington State Military Department Contract Documents, FEMA 1963-DR-WA, Grant No. D11-012

LEAD STAFF: Kathy Jurgens, Finance System Manager

BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON

RESOLUTION

NO. _____

TO DESIGNATE KITTITAS COUNTY APPLICANT AGENT FOR PRESIDENTIAL DISASTER DECLARATION FEMA 1963-DR-WA WINTER STORM AND FLOOD EVENT JANUARY 2011

WHEREAS: The purpose of this Resolution is to designate Kirk Holmes, Public Works Director as the Applicant Agent and Kathy Jurgens, Finance System Manager as the Alternate authorized representatives for Kittitas County for the January 2011 Winter Storms Declaration; and

WHEREAS: The purpose of this designation as the authorized representatives is to obtain federal and/or state emergency or major disaster assistance funds; and

WHEREAS: These representatives are authorized on behalf of Kittitas County to execute all contracts, certify completion of projects, request payments, and prepare all required documentation for funding requirements.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners, in the best interest of the public, does designate Kirk Holmes, Public Works Director as the Applicant Agent and Kathy Jurgens, Finance System Manager as the Alternate Agent for Presidential Disaster Declaration FEMA 1963-DR-WA Winter Storm and Flood Event January 2011.

DATED this 3rd day of May, 2011, at Ellensburg, Washington.

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

_____
Chairman

Attest:

_____
Vice-Chairman

_____
Clerk of the Board

_____
Commissioner

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION	DATE SUBMITTED
Kittitas County 205 West 5th, Suite #105 Ellensburg, WA 98926	05-02-11
PROJECT DESCRIPTION FEMA 1963-DR-WA, Winter Storm, Flooding, Landslides and Mudslides	**CONTRACT NUMBER** D11-012

1. AUTHORIZING AUTHORITY

SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Paul Jewell	Chairman
	Alan Crankovich	Vice - Chairman
	Obie O'Brien	Commissioner

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Paul Jewell	Chairman

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

SIGNATURE	PRINT OR TYPE NAME	TITLE
K-Hol	Kirk Holmes	Director, Public Works
Kathy Jurgens	Kathy Jurgens	Finance System Manager, Public Works

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME COUNTY OF KITTITAS		Doing business as (DBA) KITTITAS COUNTY	
ADDRESS 205 West 5th, Suite #105 Ellensburg, WA 98926	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI) **192002673**	Federal Employer Tax Identification #: **91-6001349**
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion–Lower Tier Covered Transactions

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____ Date: _____

Print Name and Title: **Paul Jewell, Chairman**

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

What is "Debarment, Suspension, Ineligibility, and Voluntary Exclusion"?
These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:

- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

Why am I required to sign this certification?
You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

What is Executive Order 12549?
Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

What is the purpose of this certification?
The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

What does the word "proposal" mean when referred to in this certification?
Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

What or who is a "lower tier participant"?
Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

What is a covered transaction when referred to in this certification?
Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor 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 Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

Washington State Military Department
PUBLIC ASSISTANCE GRANT AGREEMENT FACE SHEET

1. Applicant Name and Address: **Kittitas County** **205 West 5th,** **Ellensburg WA 98926**	2. Total Project Amount: **To be determined, based upon approved project worksheets**	3. Grant Number: **D11-012**
4. Applicant Agent, phone number: **Kirk Holmes**, 509-962-7523	5. Grant Start Date: *January 11, 2011*	6. Grant End Date: January 11, 2015
7. MD Program Manager/phone number: **Gerard Urbas, (253) 512-7402**	8. Data Universal Numbering System (DUNS): 10202547	9. UBI # (state revenue): 192002673

10. Funding Authority:
Washington State Military Department (the "DEPARTMENT"), and **Federal Emergency Management Agency** (FEMA)

11. Funding Source Agreement #: **FEMA-1963-DR-WA**	12. Program Index # **714ZC/712ZE/ 714ZD**	13. Catalog of Federal Domestic Asst. (CFDA) # & Title: **97.036, Public Assistance**	14. TIN or SSN: **91-**600349

15. Service Districts: (BY LEGISLATIVE DISTRICT): 13 th (BY CONGRESSIONAL DISTRICT): 4 th	16. Service Area by County(ies): **Kittitas County**	17. Women/Minority-Owned, State Certified?: X N/A ☐ NO ☐ YES, OMWBE #_____

18. Contract Classification: ☐ Personal Services ☐ Client Services X Public/Local Gov't ☐ Collaborative Research ☐ A/E ☐ Other_____	19. Contract Type (check all that apply): ☐ Contract X Grant X Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency
20. Contractor Selection Process: X "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐NO _____	21. Contractor Type (check all that apply) ☐ Private Organization/Individual ☐ For-Profit X Public Organization/Jurisdiction X Non-Profit ☐ VENDOR ☐ SUBRECIPIENT X OTHER

22. BRIEF DESCRIPTION:
Presidential Disaster Declaration # FEMA-1963-DR-WA Severe Winter Storm, Flooding, Landslides, and Mudslides: To provide funds to the Applicant for the repair or restoration of damaged public facilities as approved by FEMA in project worksheets describing eligible scopes of work and associated funding, which are incorporated herein by this reference.

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, Federal and State Requirements and Assurances, 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. **Applicable Federal and State Statutes and Regulations**
2. **Statement of Work and/or Project Description as outlined in FEMA approved Project Worksheet(s)**
3. **Special Terms and Conditions**
4. **General Terms and Conditions, and,**
5. **Other provisions of the contract incorporated by reference.**

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 Grant 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 Date
James M. Mullen, Director
Emergency Management Division
Washington State Military Department

APPROVED AS TO FORM:

Chad C. Standifer, (Signature on file) 3/14/2011
Assistant Attorney General

FOR THE APPLICANT:

_____
Signature Date
print or type name:_____

APPROVED AS TO FORM:

_____
Applicant's Legal Review Date

SPECIAL TERMS AND CONDITIONS

ARTICLE I – COMPENSATION SCHEDULE

1. FUNDING

The DEPARTMENT will administer the Public Assistance Grant Program and reimburse approved eligible Public Assistance costs to the APPLICANT that are identified under the auspices of Presidential Disaster Declaration Number FEMA-1963-DR-WA and authorized by and consistent with the Stafford Act (P.L. 93-288, as amended) and applicable regulations. It is understood that no final dollar figure is committed to at the time that this Grant 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.

Pursuant to the FEMA-STATE AGREEMENT, FEMA will contribute **75** percent of the eligible costs for any eligible project and 100 percent of the federal indirect costs, up to $100, as provided for in subsection 3.E. of Article I of this Public Assistance Grant Agreement. The APPLICANT will commit to the remaining **25** percent non-federal match to any eligible project that has been identified under the Presidential Disaster Declaration number FEMA-1963-DR-WA, subject to the following exceptions:

DEPARTMENT Match: The Washington State Legislature may authorize the DEPARTMENT to provide a match to the APPLICANT's non-federal share of eligible projects. Provision of a match by the DEPARTMENT, if authorized by the Washington State Legislature, shall not require amendment of this Grant Agreement. If DEPARTMENT match funds are committed to the non-federal share by the DEPARTMENT pursuant to legislative authorization, the DEPARTMENT will formally notify the APPLICANT of the match in writing which will include information identifying any related reduction in the APPLICANT's percentage commitment.

Donated Resources: FEMA will credit an APPLICANT for the value of certain volunteer labor, donated equipment, and donated materials used in the performance of eligible emergency work – categories A and B, 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 emergency work approved in Project Worksheets. For non-state agency applicants, the donated resource value will first be applied to the APPLICANT's non-federal share, and, if a DEPARTMENT match is authorized, any remaining donated resource value will be applied to the DEPARTMENT's share. 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 emergency work costs. The Federal share of the Donated Resources will not exceed the non-federal share of eligible emergency work costs approved in Project Worksheets. Any excess credit can be credited only to other eligible emergency work 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.

See Attachment #1 – Project Worksheet sample.

2. GRANT AGREEMENT PERIOD

A. 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 the FEMA-State Agreement, and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close-out and audit. This period shall be referred to as the "Grant Agreement Period."

B. The Grant Agreement Period shall only be extended by (1) mutually agreed written amendment, or (2) written notification from the DEPARTMENT to the APPLICANT issued by the DEPARTMENT to address extensions of its underlying federal grant performance period or to provide additional time for completion of the APPLICANT's project(s).

3. PAYMENTS

The DEPARTMENT, using funds granted for the purposes of the Presidential Disaster Declaration from FEMA, shall issue payments to the APPLICANT in compliance with the Washington State Public Assistance Applicant Manual procedures as follows:

A. Small Project Payments: Payments are made for all small projects to the APPLICANT upon submission and approval of an A19-1A State of Washington Invoice Voucher to the DEPARTMENT, after FEMA has approved funding through approval of Project Worksheets.

B. Progress Payments: Progress payment of funds for costs already incurred on large projects minus 10 percent retainage may be made to the APPLICANT upon submission by the APPLICANT of an A19-1A State of Washington Invoice Voucher, a letter of request, and a spreadsheet identifying the claimed costs supporting the payment request and approval by the DEPARTMENT.

C. Improved Projects: Payments on improved projects will be pro-rated based upon the percentage of the project that is funded under this disaster grant to the overall project cost. This percentage will be identified when the first payment on the improved project is made. Progress payments will be made as outlined above in Section B.

D. Final Payment: Final Payment on a large project will be made following submission by the APPLICANT of a certification of completion on the STATEMENT OF DOCUMENTATION/FINAL INSPECTION REPORT form upon completion of project(s), completion of all final inspections by the DEPARTMENT, and final approval by FEMA. Final payment on a large project will include any retainage withheld during progress payments. Final payments may also be conditional upon financial review, if determined necessary by the DEPARTMENT or FEMA. Adjustments to the final payment may be made following any audits conducted by the Washington State Auditor's Office, the United States Inspector General or other federal or state agency.

E. The APPLICANT is eligible to receive a $100 allowance for federal indirect costs, upon completion and closure of the disaster grant. Documentation of costs involved with attending applicant briefing, kick off meeting, and the exit meeting should be retained in the APPLICANT's files to support federal indirect cost reimbursement.

F. All payment requests shall be made on an A19-1A form, State of Washington, Invoice Voucher. Payments will be made by electronic fund transfer to the APPLICANT's account.

G. Federal funding shall not exceed the total federal contribution eligible for Public Assistance costs under Presidential Disaster Declaration number FEMA-1963-DR-WA.

H. 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. _____.

ARTICLE II – DOCUMENTATION

The APPLICANT is required to retain all documentation which adequately identifies the source and application of Public Assistance funds, including the federal indirect cost reimbursement, for six years following the closure of this disaster grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

ARTICLE III - QUARTERLY REPORTS

The APPLICANT is required to submit to the DEPARTMENT a quarterly report indicating the status of all their large projects. The status shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project and whether cost under runs or over runs are expected. In addition, the APPLICANT should note in the comment field any challenges or issues associated with the project. Failure to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments to the APPLICANT until a complete quarterly report is received by the DEPARTMENT.

ARTICLE IV – TIME EXTENSIONS

A time extension request is required to be forwarded to the DEPARTMENT by the APPLICANT for a project prior to the expiration of the approved completion date. If the project is approved and funded after the statutory approval time period for completion, then a time extension request must be submitted to the DEPARTMENT within fifteen days of receipt of the funding package.

In accordance with 44CFR206.204, the DEPARTMENT reserves the right, in its sole discretion, to consider and approve a time extension request after expiration of the approved completion date and within the DEPARTMENT's statutory extension authority. Requests for time extensions beyond the DEPARTMENT's authority will be considered and approved by FEMA, at their sole discretion. All determinations made regarding time extension requests will be based on a case by case evaluation of specific factual circumstances.

A time extension request must be in writing and identify the Project Worksheet number, the reason the project has not been completed within the prior approved completion period, the reason the time extension request was not submitted prior to the statutory approval time period (if applicable), a current status of the completion of the work, a detailed timeline for completion of the remaining elements, and an anticipated completion date for the completion of the remaining work. Failure to submit a time extension request in a timely manner may result in denial of the time extension request, and loss of funding for the related project.

ARTICLE V - CLOSE-OUT

To initiate close-out, the APPLICANT is required to certify in writing, by Project Worksheet Number, date completed and total amount expended on the project, completion of the small projects. To initiate close-out of the large projects, the APPLICANT shall submit certification of completion on a STATEMENT OF DOCUMENTATION/FINAL INSPECTION REPORT form to the DEPARTMENT.

The DEPARTMENT will then complete a site inspection and a financial review of documentation to support the claimed costs. Certifications on small and large projects are due within sixty days following the completion of the project or receipt of the approved Project Worksheet, whichever date is later.

If APPLICANT is claiming the $100 allowance for federal indirect costs, the APPLICANT shall submit certification that they have expended a minimum of $100 attending the applicant briefing, kick off meeting, and/or the exit meeting prior to close-out.

After all of the projects have been certified as complete and approved for closure by FEMA, the DEPARTMENT will forward a final A19-1A State of Washington Invoice Voucher to the APPLICANT for release of the remaining funds due to the applicant for eligible costs, including any retainage previously withheld, and the allowance for federal indirect costs.

ARTICLE VI – KEY PERSONNEL

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

APPLICANT:		DEPARTMENT:	
Name:	_____	Staff name:	**Gerard Urbas**
Title:	_____	Title:	Deputy State Coordinating Officer Public Assistance
E-mail address:	_____	E-Mail:	g.urbas@emd.wa.gov
Phone Number:	_____	Phone Number:	**(253) 512-7402**

ARTICLE VII - ADMINISTRATIVE REQUIREMENTS

A. The APPLICANT shall comply with the following federal Office of Management and Budget (OMB) Circulars as applicable to their organization:

- Administrative Requirements

- OMB A-102, as revised, Grants and Cooperative Agreements with State and Local Governments
- OMB A-110, as revised, Grants and Cooperative Agreements with 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 will comply with the federal regulations in: 2 CFR Parts 220, 225, and 230; 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, and 206; and, the state requirements in the Washington State Public Assistance Applicant Manual, dated March 2011. The Cost Principles in 2 CFR 225 and program regulations will be used to determine costs for nonprofit hospitals funded under FEMA grants.

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 Attachment #2 attached to and made a part of this Agreement.

D. Federal funding is provided by FEMA and is administered by the DEPARTMENT. Under the authority of Presidential Disaster Declaration number FEMA 1963-DR-WA, the DEPARTMENT is reimbursing the APPLICANT for those approved eligible costs and activities necessary under the Public Assistance Grant Program during the incident period beginning January 11, 2011 and continuing. Eligible costs and activities will be identified in Project Worksheets approved by FEMA.

Washington State Military Department
GENERAL TERMS AND CONDITIONS
Assistance Grants

A.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, tribal government, special purpose district, or an eligible private nonprofit organization submitting an application to the Governor's Authorized Representative for disaster recovery assistance.
c. **"Applicant Agent"** shall mean the official representative and alternate designated or appointed by the Applicant and authorized to make decisions on behalf of the Applicant.
d. **"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 Grant Agreement, the state is the Grantee. The Grantee and the DEPARTMENT are one and the same.
e. **"Monitoring Activities"** shall mean all administrative, construction, financial, or other review activities that are conducted to ensure compliance with all state and federal rules, authorities or policies.
d. **"Subgrantee"** shall mean the government or other eligible 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.
e. **"Project"** shall mean those actions funded through the Public Assistance Program and described in approved Project Worksheets. Projects may include one or more of the following: reimbursement of costs for emergency response, debris removal and/or repair or restoration of damaged public facilities. A project may be a small, large, improved, or alternate project.
f. **"PL"** – is defined and used herein to mean the Public Law.
g. **"CFR"** – is defined and used herein to mean the Code of Federal Regulations.
h. **"OMB"** – is defined and used herein to mean the Office of Management and Budget.
i. **"WAC"** – is defined and used herein to mean the Washington Administrative Code.
j. **"RCW"** – is defined and used herein to mean the Revised Code of Washington.

A.2 RECORDS AND REPORTS

a. The APPLICANT agrees to maintain all books, records, documents, receipts, invoices 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, FEMA or their designees, or the Comptroller General of the United States or their designees or by other federal 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.

A.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.

A.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.

A.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 Grant Agreement.

A.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 (PL 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 Records Act (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.

A.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 (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 Non-liability. 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.

A.8 ACKNOWLEDGMENTS

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

A.9 APPLICANT NOT EMPLOYEE

The APPLICANT, and/or employees or agents performing under this Grant 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 of this Grant Agreement, 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 of this Grant Agreement, 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 and not by reason of this Grant Agreement.

A.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.

A.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.

A.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.

A.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 Superior Court of Thurston County, Washington. The APPLICANT, by execution of this Grant Agreement acknowledges the jurisdiction of the courts of the State of Washington.

A.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.

A.15 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Grant Agreement or its application to any person or circumstances 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.

A.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.

A.17 RECOVERY OF FUNDS

Any person who intentionally causes a condition for which Public Assistance is provided under this Grant Agreement shall be liable for the costs incurred by the state and federal governments in responding to such disaster. The APPLICANT will cooperate in a reasonable manner with the DEPARTMENT and the United States in efforts to recover expenditures under this Grant Agreement..

A.18 DUPLICATION OF BENEFITS

The APPLICANT agrees that the Public Assistance funds for which federal or state assistance is requested does not, or will not, duplicate benefits or funds received for the same loss from any other source. The APPLICANT will pursue full payment of eligible insurance benefits for properties covered in a project under this Grant Agreement. The APPLICANT will repay any Public Assistance that is duplicated by other benefits, funds, or insurance proceeds.

A.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.

A.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.

A.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.

A.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.

Prior to the start of any construction activity, the APPLICANT shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including FEMA compliance with the National

Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

The APPLICANT shall defend, at its own cost, any and all claims or suits at law or in equity, 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.

Pursuant to Sections 403 and 407 of the Stafford Act, 42 U.S.C. §§ 5170b & 5173, and to the extent allowed by law, if debris removal is authorized, the APPLICANT agrees to indemnify and hold harmless the state of Washington and the United States of America for any claims arising from the removal of debris or wreckage for this disaster. The APPLICANT agrees that debris removal from public and private property will not occur until the landowner grants the APPLICANT the right to enter and signs an unconditional authorization for the removal of the debris.

A.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).

A.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.

To the extent allowed by law, 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.

A.25 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Grant Agreement, the APPLICANT certifies that the APPLICANT is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Grant Agreement 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 Grant Agreement shall be incorporated into this Grant Agreement 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 Excluded Parties List System (EPLS) maintained by the federal General Services Administration (GSA). 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."

A.26 SINGLE AUDIT ACT REQUIREMENTS (INCLUDING ALL AMENDMENTS)

Non-federal APPLICANTS expending financial assistance of $500,000 or more in 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 (revised June 27, 2003, effective for fiscal years ending after December 31, 2003). Non-federal APPLICANTS 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. Circular A-133 is available at: http://www.whitehouse.gov/omb/circulars/index.html.

APPLICANTS required to have an audit must ensure the audit is performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General and the OMB Compliance Supplement.

The APPLICANT has the responsibility of notifying the State Auditor's Office and requesting an audit. Private non-profit APPLICANTS must contact a CPA firm to perform the audit. Costs of the audit are indirect costs and are not reimbursable grant expenditures.

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

The APPLICANT is responsible for any audit exceptions incurred by its own organization or that of its subrecipients. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The APPLICANT must respond to DEPARTMENT requests for information or corrective action concerning audit issues within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the APPLICANT all disallowed costs resulting from the audit.

Once the single audit has been completed, the APPLICANT 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 APPLICANT must send the audit and the letter no later than nine (9) months after the end of the APPLICANT'S fiscal year(s) to:

Accounting Manager
Washington Military Department
Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032

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

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

A.27 PROJECT MANAGEMENT AND SUBGRANTEE MONITORING

The DEPARTMENT and the APPLICANT must conduct and monitor grant activities to confirm compliance with applicable Federal requirements and the requirements and special conditions of an approved project.

The APPLICANT agrees to:

a. Assist in the preparation and writing of the Project Worksheets.
b. Comply with all funding conditions of an approved project.
c. Provide financial documentation to support requests for payments.
d. Maintain records and documentation that adequately identify and directly support a project's eligible costs to the approved project worksheet. Pro-rate or percentage costs are not eligible for reimbursement
e. Cooperate with and participate in any scheduled or unscheduled monitoring or evaluation activities conducted by the DEPARTMENT or FEMA that are pertinent to this Grant Agreement or an approved Project Worksheet.
f. Provide the DEPARTMENT with all documentation required to complete evaluations of eligible costs, and provide additional documentation that the DEPARTMENT or FEMA may request as a result of a monitoring visit, review and other or further evaluation of supporting financial

documentation and/or reports. If requested documentation is not provided, all costs associated with the project may be determined to be ineligible.

g. Submit a request for time extension not later than two weeks before a project's deadline.
h. Notify the DEPARTMENT and request and receive approval for an alternate project prior to beginning construction. Failure to do so may jeopardize funding approval.
i. Notify the DEPARTMENT and request and receive approval for an improved project prior to starting construction. Failure to do so may jeopardize funding approval.
k. Immediately notify the DEPARTMENT if hidden damages are discovered, a change order is required, or the scope of work changes in an approved project.
l. Submit quarterly reports to the DEPARTMENT.
m. Submit project completion certifications as required for small, large, alternate, or improved projects.

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) with FEMA and the APPLICANT's assistance based upon the eligible damages.
c. Provide the APPLICANT with a copy of the approved Project Worksheet.
d. Conduct site visits during a large project's construction.
e. Regularly review the APPLICANT's financial documentation to confirm compliance with state and federal rules, authorities, and policies.
f. Notify the APPLICANT when funding approval is received and issue payment per the process described in Article I, #3 – Payments of the Special Terms and Conditions. Large project final funding will include all costs determined to be eligible based upon the evaluation and review of the APPLICANT's financial documentation.
g. Work with the APPLICANT to resolve any issues identified during the monitoring process.
h. Review and respond appropriately to the APPLICANT's requests for time extensions and changes to an approved project.

A.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.

As required by Section 694 of the "Post-Katrina Emergency Management Reform Act" (P.L. 109-295), which amended section 307 of the Stafford Act, 42 U.S.C. 5150, contracts or agreements with private organizations, firms or individuals for debris clearance, distribution of supplies, reconstruction, and other major disaster assistance activities, shall be awarded to those organizations, firms and individuals residing or doing business primarily in the geographical area affected by the disaster, to the extent feasible and practicable. Such contracts or agreements with private organizations, firms, or individuals, not residing or doing business primarily in the geographical area affected by the declared disaster shall be justified in writing in the APPLICANT's contract file. Contracts in place prior to a declaration should be transitioned to such local organizations, firms or individuals unless the head of the APPLICANT organization determines that it is not feasible or practicable. This determination must be documented in the APPLICANT's contract file. The transition requirement should not be construed to require an APPLICANT to breach an existing contract.

All subcontracting agreements entered into pursuant to this Grant Agreement shall incorporate this Grant Agreement by reference.

A.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 the connection of 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. The APPLICANT may copyright original work it develops in the course of or under this Grant Agreement; however, pursuant to 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Grant Agreement shall include an acknowledgement of FEMA's financial support, by grant number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.30 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, 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.

A.31 NONASSIGNABILITY

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

A.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 Grant Agreement is prohibited except by prior written consent of the DEPARTMENT. However, the parties acknowledge that the DEPARTMENT, and state and local agencies as defined in RCW 42.56.010, are subject to RCW 42.56, the state Public Records Act.

A.33 LIMITATION OF AUTHORITY – Authorized Signature

Only the DEPARTMENT's Authorized Signature and the Authorized Signature or 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. 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 parties authorized representatives. Further, only these persons shall have signature authority to sign payment requests, certification of project completion, time extension requests, requests for changes to project status (including improved or alternate project status), and Statements of Documentation for large projects.

A.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 and non-state shares 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 not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. They will record the federal interest in the title of real property in accordance with FEMA directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure non-discrimination during the useful life of the project.
d. They will comply with the requirements of the DEPARTMENT and FEMA with regard to the drafting, review and approval of construction plans and specifications, and awarding of construction contracts.

e. They will provide and maintain competent and adequate engineering supervision at construction sites to ensure that the completed work conforms to the approved plans and specifications and will furnish progress reports and such other information as may be required by either FEMA or the DEPARTMENT.
f. 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.
g. They will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
h. They will comply with the Intergovernmental Personnel Act of 1970, as amended (42 U.S.C. §§4701 et seq.) relating to prescribed personnel standards on a merit basis for programs funded under one of the 19 statutes or regulations specified in Appendix A of the federal Office of Personnel Management's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
i. 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.
j. They will comply, or have already complied, as applicable, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (PL 91-646, 42 U.S.C. §§4601 et seq.) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
k. 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.
l. 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.).
m. 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.
n. 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.
o. They will comply, if applicable, with the Wild and Scenic Rivers Act (PL 90-542), 16 U.S.C. §§1271 et seq., as amended.
p. 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.

q. They will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. chapter 63) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

r. 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, "Audits of States, Local Governments, and Non-Profit Organizations."

s. They will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this program.

t. They will certify to the best of their knowledge and belief that the New Restrictions on Lobbying, 44 CFR Part 18, are complied with; i.e., that no federally appropriated funds have been paid or will be paid by or on behalf of the APPLICANT 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; that if any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the APPLICANT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and that, as applicable, the APPLICANT will require that the language of this certification be included in the award documents for all subcontracts at all tiers and that all subrecipients shall certify and disclose accordingly.

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

PROJECT WORKSHEET

O.M.B. No. 1660-0017

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 form to this address.**

DISASTER	PROJECT NO.	PA ID NO.	DATE	CATEGORY
F ____ - R ____				

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

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

PREPARED BY	TITLE	SIGNATURE
APPLICANT REP.	TITLE	SIGNATURE

FEMA Form 90-91, FEB 06 REPLACES ALL PREVIOUS EDITIONS.

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

A. This Agreement (subaward) is supported by federal funds, requiring compliance with the Federal Funding Accountability and Transparency Act (FFATA) 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 Agreement, Applicant agrees to provide all applicable reporting information to the Washington Military Department (Department) 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 FFATA and OMB Guidance.

D. As a Federal grant subawardee under this Agreement, your organization is required by FFATA, OMB Guidance and this Agreement to provide the Department, as the prime grant awardee, all information required for FFATA compliant reporting by the Department. This includes all applicable subawardee entity information required by FFATA and OMB Guidance, subawardee Data Universal Numbering System number (DUNS number), and relevant executive compensation data, as applicable.

1. Data about your organization will be provided to USASpending.gov by the Department or by the Federal Contractor Registry (CCR) (www.ccr.gov). CCR is a government wide registration system for organizations that do business with the Federal Government. CCR stores information about awardees including financial account information for payment purposes and a link to Dunn and Bradstreet (D&B) (www.dnb.com) for maintaining current DUNS information. The Department encourages CCR registration and annual renewal by your organization to minimize unnecessary data entry and re-entry required by both the Department and your organization. It will also reduce the potential of inconsistent or inaccurate data entry.
2. Your organization must have a DUNS number obtained from the firm D&B (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 Department, 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).