

CONTRACT NO. G-12/013

PROGRAM TYPE: Election Assistance for
Individuals with Disabilities (EAID)
CFDA No. 93.617

COUNTY

Kittitas County
Kittitas County Auditor's Office
205 W. 5th Avenue, Suite 105
Ellensburg, WA 98926-2891

GRANTOR

Office of the Secretary of State
Elections Division
Post Office Box 40229
Olympia, Washington 98504-0229
360-902-4169

CONTRACTING AUTHORITY

Jerald V. Pettit
Kittitas County
Kittitas County Auditor's Office
205 W. 5th Avenue, Suite 105
Ellensburg, WA 98926-2891
509-962-7557

PROJECT MANAGER

Lori Guerrero
HAVA Coordinator
Office of the Secretary of State
Elections Division
Post Office Box 40229
Olympia, Washington 98504-0229
360-902-4169

This Grant Agreement ("Agreement") is made and entered into between the State of Washington, Office of the Secretary of State ("OSOS") and the Kittitas County Auditor's Office ("County").

RIGHTS AND OBLIGATIONS

Funding authority for this Agreement is provided through Title II, Subtitle D, Part 2, Section 261 of the Help America Vote Act (HAVA), Public Law 107-252. Funds are provided by Congress through the Department of Health and Human Services, Administration for Children and Families. All rights and obligations of the parties to this Agreement shall be subject to and governed by Title II, Subtitle D, Part 2, Section 261 of HAVA, all other applicable federal, state, and local laws, rules and regulations, and the General Terms, Conditions, and Assurances for EAID Grant Agreements attached as Exhibit A and incorporated herein by reference.

STATEMENT OF WORK

Activities authorized under this Agreement include the removal and installation of an ADA approved ramp on the west end of the courthouse.

A final inspection by OSOS will be completed to ensure that the project was accomplished as described.

AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding or effective unless they are in writing and signed by personnel authorized to bind each of the parties. Agreement amendments must be requested for any revisions or changes to:

- The scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval.)
- Extensions to the project period.
- Changes to specified firms, vendors, or individuals stipulated in the original application to provide goods or services for the project under specific performance contracts.

COMPENSATION AND BILLING PROCEDURES

Funding for this Agreement is primarily provided through the federal Department of Health and Human Services (HHS). The County shall remain in compliance with any and all regulations associated with EAID funding.

The County shall be reimbursed for the work done under this Agreement in an amount not to exceed \$36,346.00. The County shall submit an A-19 and invoices for all expenditures to the OSOS Project Manager. Upon receipt of the A-19 and invoices, OSOS will request funding to be released from HHS. After receiving the funds from HHS, payment of approved invoices shall be made by warrant or account transfer by OSOS within three (3) business days of receipt of the HHS funds.

FISCAL COMPLIANCE CERTIFICATE

The Fiscal Compliance Certificate, Exhibit B, must be completed and signed by the County and returned as part of the signed Agreement.

CERTIFICATE OF DEBARMENT AND SUSPENSION

The Certificate of Debarment and Suspension, Exhibit C, must be completed and signed by the County and returned as part of the signed Agreement.

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Certification Regarding Environmental Tobacco Smoke, Exhibit D, must be signed by the County and returned as part of the signed Agreement.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Certification Regarding Drug-free Workplace Requirements, Exhibit E, must be completed and signed by the County and returned as part of the signed Agreement.

FEDERAL CONTRACTING PROVISIONS

It is the County's responsibility to comply with all state and federal law in performing all tasks undertaken with respect to this Agreement. All contracts shall contain provisions as applicable and required by Federal and State law outlined in Exhibit F, Federal Contracting Provisions.

GRANT AGREEMENT REPRESENTATIVES

The Project Manager for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

The Project Manager for OSOS is Lori Guerrero, HAVA Coordinator, P.O. Box 40220, Olympia, WA 98504-0220, phone (360) 902-4169, fax (360) 586-5629, lori.guerrero@sos.wa.gov. The HAVA Coordinator shall be responsible for overall administration of the OSOS EAID federal grants program, including monitoring County performance, approving County requests, and accepting reports submitted by the County.

The Billing Contact for OSOS is Bea Huynh-Tien, Financial and Support Services, P.O. Box 40224, Olympia, WA 98504-0224, (360) 236-5062, beahuynhtien@sos.wa.gov.

The Project Manager for the County is Jerald V. Pettit, Kittitas County Auditor, Kittitas County Auditor's Office, 205 W. 5th Street, Suite 105, Ellensburg, WA 98926-2891, 509-962-7557.

The County will notify the OSOS Project Manager in writing when this representative changes.

COUNTY MONITORING FOR PROGRAM AND FISCAL COMPLIANCE

The County shall cooperate with and freely participate in any monitoring or evaluation activities conducted by OSOS that are pertinent to the intent of this Agreement. Monitoring may include onsite visits, and viewing records, invoices and payment vouchers.

1. OSOS staff will monitor the use of EAID funds in order to determine:
 - If funds allocated for a project are being spent in accordance with the Grant Agreement and other applicable regulations.
 - That the funded activities are being done to accomplish program objectives and that satisfactory progress is being made according to the Grant terms.
 - What corrective actions should be taken to keep the project within the terms of the Grant Agreement if problems are discovered.
 - To report on and resolve any issues or significant events which have a material impact on the Grant or Grant activities.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence July 1, 2011, irrespective of the date of execution, and be completed on or before December 31, 2012, unless otherwise terminated as provided herein.

ENTIRE GRANT AGREEMENT

This Agreement, consisting of the basic Grant Agreement and Exhibits A, B, C, D, E, and F 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. No subsequent modifications or amendments of this Agreement shall be of any force or effect unless in writing, signed by authorized representatives of OSOS and the County, and made part of this original Grant Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

EXHIBITS:

- A. General Terms, Conditions and Assurances for Grant Agreements Under EAID
- B. Fiscal Compliance Certificate
- C. Certificate of Debarment and Suspension
- D. Certification regarding Environmental Tobacco Smoke
- E. Certification Regarding Drug-free Workplace Requirements
- F. Federal Contracting Provisions (not included in grant agreements with no construction component)

KITTITAS COUNTY AUDITOR'S OFFICE

OFFICE OF THE SECRETARY OF STATE


 Jerald V. Pettit
 Kittitas County Auditor

8/16/11
 Date


 Eleanor Dovey
 Financial Services Manager

8/31/11
 Date

APPROVED TO FORM:
 Attorney General's Office

**GENERAL TERMS, CONDITIONS, AND ASSURANCES
FOR
EAID GRANT AGREEMENTS**

PART I – DEFINITIONS

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

- A. "OSOS" shall mean the Office of the Secretary of State, any division, section, office, unit or other entity of that Agency or any of the other officials lawfully representing OSOS. OSOS is the Grantee of federal funding from the Department of Health and Human Services authorized for disbursement under Title II, Subtitle D, Part 2, Section 261 of the Help America Vote Act of 2002 (HAVA).
- B. "EAID" shall mean Election Assistance for Individuals with Disabilities
- C. "HAVA" shall mean the Help America Vote Act of 2002
- D. "COUNTY" shall mean the entity receiving EAID funds through OSOS pursuant to this Grant Agreement.
- E. "SUBCONTRACTOR" shall mean one, not in the employment of the County, who is performing all or a part of the activities funded under this Grant Agreement under contract from the County.
- F. "SIGNATORY" shall mean that individual authorized to legally bind the County to specific actions.
- G. "FISCAL AGENT" shall mean an individual authorized to legally bind the County to fiscal liabilities and who is accountable to the County's governing body for the integrity of both the County's accounting system and the financial statements that system provides.
- H. "DISPUTES" shall mean a conflict or controversy; a conflict of claims or rights; an assertion of a right, claim or demand on one side, met by contrary claims or allegations on the other.
- I. "EAID GRANT FUNDING" shall mean federal funds originating from the Department of Health and Human Services.

PART II - CONDITIONS

The County shall follow these requirements and shall include these requirements in all approved subcontracts.

ACCESS TO DOCUMENTS AND PERSONNEL

The County shall maintain books, records, documents and other sufficient information to permit the preparation of reports required by the Department of Health and Human Services, and to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been spent unlawfully. These records shall be subject to inspection, review, or audit by OSOS, the Office of the State Auditor, and the federal and state officials so authorized by law.

ASSESSED COSTS

If any costs are assessed against OSOS by the United States government as a result of a breach of this Grant Agreement by the County or its subcontractors, the County will be liable to OSOS for such cost.

AUDITS

At any time during normal business hours and as often as OSOS deems necessary, the County shall make its records available. OSOS, the Office of the State Auditor, federal auditors, and any persons duly authorized by OSOS, shall have the authority to audit, examine, and make excerpts or transcripts from the records including all contracts, invoices, materials, payrolls, records of personnel conditions of employment, and other data relating to all matters covered by the Grant Agreement. The County will maintain its records, which are subject to audit. The County is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.

Exhibit A
OSOS No. G-12/013

As the County operates a federal/state assistance program for which federal funds are received from the state, the County shall be considered a sub-recipient.

The Fiscal Compliance Certificate (Exhibit B to this Grant Agreement) shall be completed by the County prior to submittal of the first Reimbursement Claim Form.

Counties that expend \$500,000 or more in Federal awards in a fiscal year shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133, Revised. Counties shall submit to OSOS one copy of the reporting package when the schedule of findings and questioned costs disclose audit findings relating to the Federal award(s) that OSOS provided or when the summary schedule of prior audit findings reported the status of any audit findings relating to Federal award(s) that OSOS provided.

When the County is not required to submit a reporting package to OSOS, the County shall provide written notification to OSOS that an audit of the County was conducted in accordance with A-133, Revised, that the schedule of findings and questioned costs disclosed no audit findings relating to the Federal award(s) that OSOS provided, and that the summary schedule of prior audit findings did not report on the status of any audit findings relating to the Federal award(s) that OSOS provided. Written notification shall identify the time period covered by the audit and include the name, grant number, amount, and CFDA number of the Federal award(s) provided by OSOS. The County may also submit a copy of the reporting package to OSOS in order to comply with this notification requirement.

CHANGES AND MODIFICATIONS

This Grant Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

CONFLICT OF INTEREST

OSOS has in its sole discretion the option to render this Grant Agreement void if the County, or their agents or representatives, offer gratuities in the form of entertainment or gifts to any officer or employee of OSOS with a view toward securing favorable treatment related to this Grant Agreement.

DISPUTES

Except as otherwise provided in this Grant Agreement, when a bona fide dispute arises between the OSOS and the County and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Secretary of State.

The request for a dispute hearing must:

- be in writing;
 - state the disputed issue(s);
 - state the relative positions of the parties;
 - state the County's name, address, and grant agreement number; and
 - be mailed to the Secretary of State and the other party's (respondent's) Project Manager within three (3) business days after the parties agree that they cannot resolve the dispute.
1. The respondent shall send a written answer to the requester's statement to both the agent and the requester within fifteen (15) business days.
 2. The Secretary of State shall review the written statements and reply in writing to both parties within ten (10) business days. The Secretary of State may extend this period if necessary by notifying the parties.
 3. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant Agreement shall be construed to limit the parties' choice of a mutually acceptable Alternate Dispute Resolution (ADR) method in addition to the dispute resolution procedure outlined above.

INDEMNIFICATION

Each party to this Agreement and its Amendments shall be responsible for its own acts and/or omissions and those of its officers, employees, and agents. No party to this Agreement shall be responsible for the act and/or omissions of entities or individuals not a party to this Agreement.

JURISDICTION

This Grant Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and any applicable federal laws. The provisions of this Grant Agreement shall be construed and interpreted in accordance with those laws. The venue of any action brought hereunder shall be in the Superior Court for Thurston County.

NONDISCRIMINATION

Each party shall comply with all federal and state nondiscrimination laws, regulations and policies. No individual shall be excluded from participation in, denied the benefits of, subject to discrimination under or denied employment in the administration of or in connection with any program or activity funded in whole or in part by this federally funded Grant Agreement because of race, color, creed, marital status, religion, sex, national origin, Vietnam era or disabled veteran's status, age, the presence of any sensory, mental or physical handicap, or political affiliation or belief. The standards followed shall be in compliance with the standards applicable to federally funded programs.

RECORDS RETENTION

The County shall:

- Retain all financial, statistical, property records, and supporting documentation for a period of seven years from the termination date of the Grant Agreement.
- Retain records for non-expendable property for a period of three years after final disposition of the property.
- Retain those records previously mentioned in this section beyond the records retention period if any litigation or audit is begun, or if a claim is instituted involving the Grant Agreement or an agreement covered by the records. In these instances, the records will be retained until the litigation, audit, or claim has been finally resolved.

RESOLUTION OF CONFLICTING PROVISIONS

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:

- Applicable Federal and state of Washington statutes and regulations.
- Grant Agreement Special Terms and Conditions as contained in the basic contract instrument, including all amendments.
- Exhibit A - General Terms, Conditions, and Assurances for EAID Grant Agreements
- OSOS Grant Guidelines
- County's Request for EAID Grant Funding, incorporated by reference into this contract.
- Any other provision, term, or material incorporated by reference or otherwise incorporated in this Grant Agreement.

RIGHTS IN DATA

Unless otherwise provided, data and other copyrightable materials produced under this Grant Agreement shall be owned by the County. The County hereby grants OSOS and the federal awarding agency a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

(a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and

(b) Any rights of copyright to which a grantee, subgrantee or a subcontractor purchases ownership with grant support.

Exhibit A
OSOS No. G-12/013

Materials means all items in any format and includes, but not be limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sounds reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, OSOS may terminate the Grant Agreement under the Termination for Convenience provision, without a thirty (30) calendar day notice, subject to renegotiation under those new funding limitations and conditions.

SEVERABILITY

If any provision of this Grant Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Grant Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Grant Agreement, and to this end the provisions of this Grant Agreement are declared severable.

SMALL, MINORITY, WOMEN'S AND LABOR SURPLUS AREA BUSINESS ENTERPRISES

The County shall provide to qualified small and minority firms, women's business enterprises, and labor surplus area firms equal opportunity to participate in subcontracts related to the performance of this Grant Agreement.

SUBCONTRACTING

Neither the County nor a Subcontractor may enter into subcontracts for any of the work contemplated under this Grant Agreement that is not already identified in the Scope of Work or application without obtaining prior written approval of OSOS. Nothing contained in the subcontract documents shall create any contractual relation between any Subcontractor and OSOS or create any obligation on the part of OSOS to pay or see to the payment of any sums to the Subcontractor.

SUBCONTRACTOR COMPLIANCE

In the event the County enters into any subcontract for activities to be performed under this Grant Agreement, the County shall be responsible for Subcontractor compliance with every term and condition undertaken by the County and shall ensure that the Subcontractor spends the funds only for allowable activities.

TERMINATION

Termination for Convenience

Either party may terminate this Grant Agreement upon a thirty (30) calendar day written notice to the other party. If this Grant Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Grant Agreement prior to the effective date of termination.

Termination for Cause

If for any cause, either party does not fulfill its obligation in a timely and proper manner under this Grant Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business. If failure or violation is not corrected, this Grant Agreement may be terminated immediately by written notice of the aggrieved party to the other. In the event of a termination for cause, all unused funds must be returned to the OSOS EAID Grant Program.

In the event that the Termination of Cause occurs due to any violation of these contract provisions by the Grantee, the Grantee may be required to reimburse the OSOS EAID Grant Program for the expended portions of the funds.

Exhibit A
OSOS No. G-12/013

The rights and remedies of the Agency provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

Termination Procedure

Upon termination of this Grant Agreement, OSOS, in addition to any other rights provided in this contract, may require the County to deliver to OSOS any property specifically produced, furnished, or acquired for the performance of such part of this contract as has been terminated.

The OSOS shall pay to the County the agreed upon price, if separately stated, for completed work and service(s) accepted by OSOS and the amount agreed upon by the County and OSOS for (i) completed work and service(s) for which no separate price is stated, (ii) partially completed work and service(s), (iii) other property or services which are accepted by OSOS, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Secretary of State shall determine the extent of the liability of OSOS. Failure to agree with such determination shall be a dispute within the meaning of the Disputes provision of this Grant Agreement. OSOS may withhold from any amounts due the County such sum as the Secretary of State determines to be necessary to protect OSOS against potential loss or liability.

The rights and remedies of OSOS provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

After receipt of a notice of termination, and except as otherwise directed by the Secretary of State, the County shall:

- Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
- Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant Agreement as is not terminated;
- Assign to OSOS in the manner, at the times, and to the extent directed by the Secretary of State, all of the rights, title, and interest of the County under the orders and subcontracts so terminated, in which case OSOS has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Secretary of State to the extent the Secretary of State may require, which approval or ratification shall be final for all the purposes of this clause;
- Transfer title to OSOS and deliver in the manner, at the times, and to the extent directed by the Secretary of State any property which, if the Grant Agreement had been completed, would have been required to be furnished to OSOS;
- Complete performance of such part of the work as shall not have been terminated by the Secretary of State; and
- Take such action as may be necessary, or as the Secretary of State may direct, for the protection and preservation of the property related to this Grant Agreement which is in the possession of the County and in which OSOS has or may acquire an interest.

USE OF NAME PROHIBITED

The County shall not in any way contract on behalf of or in the name of OSOS.

WAIVER

A failure by either party to exercise its rights under this Grant Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Grant Agreement, unless stated to be such in writing signed by an authorized representative of the party and attached to the original Grant Agreement.

PART III - ASSURANCES

OSOS and the County agree that all activity pursuant to this Grant Agreement will be in accordance with all applicable, current or future federal, state, and local laws, rules and regulations. Specifically, this includes laws, rules and regulations such as:

- a) **41 Code of Federal Regulations (CFR) Part 105**, Government-wide Debarment and Suspension (Nonprocurement);
- b) **45 Code of Federal Regulations (CFR) Part 76, Certification Regarding Drug-Free Workplace Requirements;**
- c) **Office of Management and Budget (OMB) Circular A-87 Revised**, Cost Principles for State, Local and Indian Tribal Governments;
- d) **Office of Management and Budget (OMB) Circular A-89 Revised**, Cost Principles for State, Local and Indian Tribal Governments;
- e) **Office of Management and Budget (OMB) Circular A-102 Revised**, Grants and Cooperative Agreements with State and Local Governments
- f) **Office of Management and Budget (OMB) Circular A-133 Revised**, Audits of States, Local Governments, and Non-Profit Organizations.

CODE OF FEDERAL REGULATIONS (CFR)

The CFRs can be inspected by accessing the following URL:

<http://www.gpoaccess.gov/cfr/index.html>

41 Code of Federal Regulations (CFR) Part 105:

The Code of Federal Regulations 41 CFR Part 105 provides that an individual, corporation, unit of government or other entity that is debarred or suspended shall be excluded from Federal financial or non-financial assistance and benefits under Federal programs and activities.

45 Code of Federal Regulations (CFR) Part 76:

The Code of Federal Regulations 45 CFR Part 76 provides that a Federal Agency may designate a central receipt point for state-wide and state-agency-wide certifications regarding drug-free workplace requirements, and for notification of criminal drug convictions.

OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULARS

The following OMB Circulars can be inspected by accessing the following URL:

<http://www.whitehouse.gov/OMB/grants/index.html>. This specific circular of interest can then be selected.

Office of Management and Budget (OMB) Circular A-87 Revised:

OMB Circular A-87 establishes principles and standards for determining costs for Federal awards carried out through grants, cost reimbursement contracts, and other agreements with State and local governments and federally-recognized Indian tribal governments (governmental units).

Office of Management and Budget (OMB) Circular A-89 Revised:

OMB Circular A-89 provides the basis for a systematic and periodic collection and uniform submission of information on all federal financed domestic assistance programs to the Office of Management and Budget (OMB) by federal agencies. It also establishes federal policies related to the delivery of this information to the public, including through the use of electronic media.

Office of Management and Budget (OMB) Circular A-102 Revised:

OMB Circular A-102 establishes consistency and uniformity among Federal agencies in the management of grants and cooperative agreements with State, local and federally recognized Indian tribal governments.

Office of Management and Budget (OMB) Circular A-133 Revised:

OMB Circular A-133 is issued pursuant to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. It sets forth standards for obtaining consistency and

Exhibit A
OSOS No. G-12/013

uniformity among federal agencies for the audit of states, local governments, and non-profit organizations expending federal awards.

OTHER REQUIREMENTS:

If the County includes a construction component as part of the overall project even if this component is not funded by federal funds, the following shall also apply and includes laws, rules and regulations that are the provisions of 45 CFR Part 76, including but not limited to:

- a) Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), and section 508 of the Clean Water Act (33 U.S.C. part 15). Note: Applies to contracts, subcontracts, and sub-grants of amounts in excess of \$100,000.
- b) Mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- c) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). Note: Applies to all contracts, grants, and sub-grants for construction or repair.
- d) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5). Note: applies to construction contracts in excess of \$2,000 awarded grantees and Counties when required by Federal Grant Program legislation.
- e) Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
Note: applies to construction contracts awarded grantees and Counties in excess of \$2,000, and in excess of \$2,500 for other contracts which involve employment of mechanics or laborers.
- f) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees).
- g) Restrictions on Lobbying: None of the funds provided under this grant may be used to support lobbying activities to influence proposed or pending federal or state legislation or appropriations.
- h) Section 507 of Public Law 103-333:
To the extent possible, all equipment and products purchased with grant funds should be American made.

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving federal funds shall clearly state:

- 1. The percentage of the total costs of the program or project which will be financed with Federal money.
- 2. The dollar amount of Federal funds for the project or program.
- 3. Percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

OFFICE OF THE SECRETARY OF STATE FISCAL COMPLIANCE CERTIFICATE
FEDERAL AWARD YEAR 2006

SUB-GRANTEE: KITTITAS COUNTY

TYPE OF SUB-GRANTEE: Local Government

CONTRACT NUMBER: G-12/013 (OSOS Office Use Only)

FEDERAL EMPLOYER/TAX ID # (IRS ISSUED) _____

1. Audit Coverage:

(a) County audited under the Single Audit Act & OMB Circular A-133 as part of the following organization or entity: KITTITAS COUNTY

(b) A federal program specific audit to be procured.

(c) Other (specify): _____

2. The last Audit Report is dated 9/27/2010 and a copy is available from (list auditors, contact name and telephone number, and audit report number, if available): KITTITAS COUNTY AUDITOR

3. Were there Audit Findings reported? Yes ☒ No ☐

Comments: _____

4. Fiscal Agent

Name & Title: GERALD V. PETTIT, COUNTY AUDITOR

Mailing Address: 205 W 5TH AVE SUITE 105 ELLENBURG, WA 98926

Telephone: 509-962-7557

5. Fiscal Agent Attests: As the Fiscal Agent, I am authorized by the applicant's governing body to obligate it to financial liabilities and I am accountable to the applicant's governing body for the integrity of the official accounting system and the financial statements that system provides. I declare that the necessary fiscal policies and procedures are followed to assure conformance with generally accepted audit standards and compliance with the pertinent federal, state, and local rules and regulations and those specifically identified in terms and conditions attached to grants or contracts from the Office of the Secretary of State awarded to support the purposes of this application.

Fiscal Agent Signature: _____

Date: 8/16/11

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

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 person 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 has 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 meanings 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 41 CFR 105, 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 the clause titled "Certification Regarding Debarment Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transactions," 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 41 CFR 105, debarred, suspended, declared ineligible, or voluntarily excluded from the covered transaction, 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 the 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 dealings.
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 41 CFR 105, debarred, suspended, declared ineligible, or voluntary

Exhibit C
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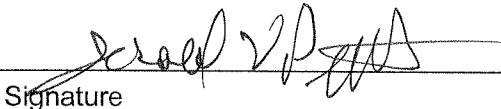
excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

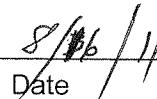
The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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 proposal.

Jerald V. Pettit, Kittitas County Auditor

Name and Title of Authorized Representative


Signature


Date

**Election Assistance for Individuals with Disabilities
(EAID) Grants**

Name of Sub-grant Project

FFY

Kittitas County, Washington

2009

Location

G-12/013


EAID Grant Number assigned to Contract

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

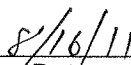
Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.

KITTITAS COUNTY AUDITOR'S OFFICE



Gerald V. Pettit
Kittitas County Auditor



Date

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central receipt point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

Certification Regarding Drug-Free Workplace Requirements (Instructions for Certification)

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies.
4. For grantees who are individuals, Alternate II applies.
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of sub-recipients or subcontractors in covered workplaces).

Certification Regarding Drug-Free Workplace Requirements

Alternate I. (Grantees Other Than Individuals)

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

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

Exhibit E
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(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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

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

Place of Performance – 205 W 5th Ave, Ellensburg, WA 98926
- Kittitas County


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


Alternate II. (Grantees Who Are Individuals)

(a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

KITTITAS COUNTY AUDITOR'S OFFICE


Gerald V. Pettit
Kittitas County Auditor


Date

FEDERAL CONTRACTING PROVISIONS

It is the Contractor's responsibility to comply with all state and federal law in performing all tasks undertaken with respect to this contract. All contracts shall contain the following provisions as applicable and required by Federal and State law:

1. **Equal Employment Opportunity** – All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** – All contracts and sub-grants in excess of \$2,000 for construction or repair awarded by recipients and sub-recipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Contract Work Hours and Safety Standards Act (40 U.S.C 327-333)** – Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4. **Rights to Inventions Made Under a Contract or Agreement** – Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
5. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** – Contractors and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
7. **Davis Bacon Act of 1931 (Public -- No. 403-74th Congress [S.3303])** - That the advertised specifications for every contract in excess of \$2,000, to which the United States or the District of Columbia is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the United States or the District of Columbia within the geographical limits of the States of the Union or the District of Columbia, and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the city, town, village, or other civil subdivision of the State in which the work is to be performed, or in the District of Columbia if the work is to be performed there; and every contract based upon these specifications shall contain a stipulation that the contractor or his subcontractor shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers and mechanics, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of accrued payments as may be considered

necessary by the contracting officer to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by such laborers and mechanics and not refunded to the contractor, subcontractors, or their agents.

8. **Debarment and Suspension (E.O.s 12549 and 12689)** – No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
9. **PUBLIC LAW 88-352, TITLE VI OF THE CIVIL RIGHTS ACT OF 1964(42 U.S.C. 2000d et seq.) (24 CFR Part 1).** The APPLICANT must comply with the provisions of "Public Law 88-352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.
10. **SECTION 504 OF THE REHABILITATION ACT, 1973, AS AMENDED (29 U.S.C. 794).** The APPLICANT must comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits or be subjected to discrimination under any program or activity receiving federal assistance funds.
11. **AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12101, et seq.)** The APPLICANT shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the APPLICANT in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.
12. **THE NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (NEPA) (42 U.S.C Section 4321 et seq., and 24 CFR Part 58).** The APPLICANT shall comply with the provisions of the National Environmental Policy Act of 1969. The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences. Environmental review procedures, including determining and publishing a Finding of Significance or of No Significance for a proposal, are a necessary part of this process. Pursuant to these provisions, the APPLICANT must also submit environmental certifications to the DEPARTMENT when requesting that funds be released for the project. The APPLICANT must certify that the proposed project will not significantly impact the environment and that the APPLICANT has complied with environmental regulations

and fulfilled its obligations to give public notice of the funding request, environmental findings and compliance performance.

- 13. EXECUTIVE ORDER 11990, MAY 24, 1977: PROTECTION OF WETLANDS (42 F.R. 26961 et seq.)** The APPLICANT shall comply with Executive Order 11990. The intent of this Executive Order is (1) to avoid, to the extent possible, adverse impacts associated with the destruction or modification of wetland, and (2) to avoid direct or indirect support of new construction in wetlands wherever there is a practical alternative.

The APPLICANT, to the extent permitted by law, must avoid undertaking or providing assistance for new construction located in wetlands unless (1) there is no practical alternative to such construction, and (2) the proposed action includes all practical measures to minimize harm to wetlands which may result from such use. In making this determination, the APPLICANT may take into account economic, environmental and other pertinent factors.

- 14. EXECUTIVE ORDER 11988, MAY 24, 1977: FLOODPLAIN MANAGEMENT (42 F.R. 26951 et seq.)** The APPLICANT shall comply with the provisions of Executive Order 11988. The intent of this Executive Order is to (1) avoid, to the extent possible, adverse impacts associated with the occupancy and modification of floodplains, and (2) avoid direct or indirect support of floodplain development wherever there is a practical alternative. If the APPLICANT proposes to conduct, support or allow an action to be located in a floodplain, the APPLICANT must consider alternatives to avoid adverse effects and incompatible involvement in the floodplain. If siting in a floodplain is the only practical alternative, the APPLICANT must, prior to taking any action (1) design or modify its actions in order to minimize any potential harm to the floodplain, and (2) prepare and circulate a notice containing an explanation of why the action is proposed to be located in a floodplain.

- 15. THE WILD AND SCENIC RIVERS ACT OF 1968, AS AMENDED (16 U.S.C. 1271 et seq.)** The APPLICANT shall comply with the Wild and Scenic Rivers Act. The purpose of this Act is to preserve selected rivers or sections of rivers in their free-flowing condition, to protect the water quality of such rivers and to fulfill other vital national conservation goals. Federal assistance by loan, grant, license, or other mechanism cannot be provided to water resources construction projects that would have a direct and adverse effect on any river included or designated for study or inclusion in the National Wild and Scenic River System.

- 16. COASTAL ZONE MANAGEMENT ACT OF 1972, AS AMENDED (16 U.S.C. 1451 et seq.)** The APPLICANT shall comply with the Coastal Zone Management Act of 1972, as amended. The intent of this Act is to preserve, protect, develop, and where possible, restore or enhance the resources of the nation's coastal zone. Federal agencies cannot approve assistance for proposed projects that are inconsistent with the state's Coastal Zone Management program except upon a finding by the U.S. Secretary of Commerce that such a project is consistent with the purpose of this chapter or necessary in the interests of national security.

17. **THE ENDANGERED SPECIES ACT OF 1973, AS AMENDED (16 U.S.C. 1531 et seq.).** The APPLICANT shall comply with the Endangered Species Act of 1973, as amended. The intent of this Act is to ensure that all federally assisted projects seek to preserve endangered or threatened species. Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical.
18. **THE RESERVOIR SALVAGE ACT OF 1960, AS AMENDED BY THE ARCHAEOLOGICAL AND HISTORIC PRESERVATION ACT OF 1974 (16 U.S.C. 469 et seq.).** Under the Reservoir Salvage Act, the APPLICANT must comply with provisions for the preservation of historical and archaeological data (including relics and specimens) that might otherwise be irreparably lost or destroyed as a result of any alteration of the terrain caused as a result of any federal construction project or federally licensed activity or program. Whenever the APPLICANT finds, or is notified in writing by an appropriate historical or archaeological authority, that its activities in connection with any federal funded construction project or federally licensed project, activity or program may cause irreparable loss or destruction of significant scientific, prehistoric, historical or archaeological data, the APPLICANT must stop work immediately and must notify the U.S. Secretary of Interior and the Department in writing and provide appropriate information concerning the project or program activity.
19. **THE ARCHAEOLOGICAL & HISTORICAL DATA PRESERVATION ACT OF 1974 (16 U.S.C. 469 a-1 et seq.).** The APPLICANT shall comply with the Archaeological and Historical Data Preservation Act, which provides for the preservation of historic and archaeological information that would be lost due to development and construction activities as a result of federally funded activities.
20. **THE SAFE DRINKING WATER ACT OF 1974, AS AMENDED (42 U.S.C. Section 201, 300(f) et seq., and U.S.C. Section 349).** The APPLICANT must comply with the Safe Drinking Water Act, as amended, which is intended to protect underground sources of water. No commitment for federal financial assistance, according to this Act, shall be entered into for any project, which the U.S. Environmental Protection Agency determines, may contaminate an aquifer that is the sole or principal drinking water source for an area.
21. **THE FEDERAL WATER POLLUTION CONTROL ACT OF 1972, AS AMENDED, INCLUDING THE CLEAR WATER ACT OF 1977, PUBLIC LAW 92-212 (33 U.S.C. SECTION 1251 et seq.).** The APPLICANT must assure compliance with the Water Pollution Control Act, as amended, which provides for the restoration of chemical, physical and biological integrity of the nation's water.
22. **THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976 (42 U.S.C. SECTION 6901 et seq.).** The APPLICANT must assure compliance with the Solid Waste Disposal Act, as amended. The purpose of this Act is to promote the protection of health and the environment and to conserve valuable material and energy resources.

- 23. THE FISH AND WILDLIFE COORDINATION ACT OF 1958, AS AMENDED (16 U.S.C. SECTION 661 et seq.)** The APPLICANT must assure compliance with the Fish and Wildlife Coordination Act, as amended. The Act assures that wildlife conservation receives equal consideration and is coordinated with other features of water resources development programs.
- 24. RELOCATION ASSISTANCE & REAL PROPERTY ACQUISITION POLICY, CHAPTER 8.26 RCW.** The APPLICANT shall comply with the provisions of Chapter 8.26 RCW and Chapter 365-24 WAC when its activities involve any acquisition of real property assisted under this Grant Agreement or the displacement of any family, individual, business, nonprofit organization or farm that results from such acquisition.
- 25. STATE ENVIRONMENTAL POLICY ACT (SEPA), CHAPTER 43.21 (C) RCW.** The APPLICANT shall comply with the provisions of Chapter 43.21(C) RCW and Chapter 197-11 WAC, the guidelines by which local agencies will (1) require environmental checklists from private and public entities considering an action potentially subject to the Environmental Impact Statement (EIS) requirement of SEPA, (2) make "threshold determinations" that such an action will not have a significant environmental impact, (3) provide for the preparation of a draft and final EIS if the action has significant impact, and (4) circulate the EIS to other agencies and interested parties.
- 26. NOISE CONTROL, CHAPTER 70.107 RCW.** The APPLICANT shall assure compliance with the state Noise Control Act. Objectives of the Act are to assist local governments in implementing local noise ordinances and to control and reduce excessive noise in Washington.
- 27. SHORELINE MANAGEMENT ACT OF 1971, CHAPTER 90.58 RCW.** The APPLICANT shall comply with the provisions of Chapter 90.58 RCW. This Act defines a planning program and a permit system, which are initiated at the local government level under state guidance. Its purpose is to protect and enhance the state's shoreline and it includes a comprehensive shoreline inventory process and a master program for regulation of shoreline uses. A permit application at the local level must be in compliance with those plans and consistent with the state Coastal Zone Management program if substantial developments and shoreline modifications occur, and a record of the application and decision must be submitted to the state.
- 28. STATE BUILDING CODE, CHAPTER 19.27 RCW; ENERGY RELATED BUILDING STANDARDS, CHAPTER 19.27A RCW; AND PROVISIONS IN BUILDINGS FOR AGED AND HANDICAPPED PERSONS, CHAPTER 70.92 RCW.** The APPLICANT shall comply with the provisions of Chapter 19.27 RCW, Chapter 19.27A RCW, Chapter 70.92 RCW and the regulations for building construction and for barrier free facilities adopted by the Washington State Building Code Council pursuant to these statutes.

The State Building Code Act provides for a uniform state building code and mandates counties, cities and towns to administer and enforce its provisions. Local governments are authorized to modify the state building code to fit local

conditions as long as such modifications do not result in a code that is less than the minimum performance standards and objectives contained in the state code.

29. OPEN PUBLIC MEETINGS ACT, CHAPTER 42.30 RCW. The APPLICANT shall comply with provisions of Chapter 42.30 RCW which require that all meetings of the governing body which pertain to this Grant Agreement shall be open to the public except those where specific provision is made for executive sessions pursuant to RCW 42.30.110.

30. LAW AGAINST DISCRIMINATION, CHAPTER 49.60 RCW. The APPLICANT shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

31. GOVERNOR'S EXECUTIVE ORDER 89-10, DECEMBER 11, 1989: PROTECTION OF WETLANDS, AND GOVERNOR'S EXECUTIVE ORDER 90-04, APRIL 21, 1990: PROTECTION OF WETLANDS. The APPLICANT shall ensure that it avoids any activities that would adversely affect wetlands and adequately mitigates unavoidable impacts. For the purposes of this requirement, except where a contrary definition is provided by statute, mitigation means: (1) avoiding the impact altogether by not taking certain action or part of an action; (2) minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps to avoid or reduce impacts; (3) rectifying the impact by repairing, rehabilitating, or restoring the affected environment; (4) reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action; (5) compensating for the impact by replacing, enhancing, or providing substitute resources or environments; and (6) monitoring the impact and taking appropriate corrective measures.

Mitigation for individual actions may include a combination of the above measures. Mitigation may not include any of the above measures to the extent that they may be contrary to statute as applied under the particular circumstances. Emergency work that is essential to save lives and protect property and public health is exempt from these provisions.

KITTITAS COUNTY AUDITOR'S OFFICE


Jerald V. Pettit
Kittitas County Auditor


Date