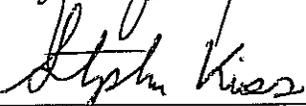


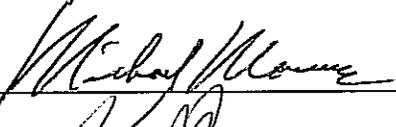
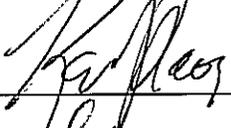
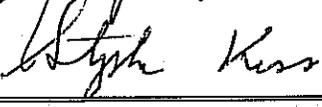
SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION Pend Oreille County Emergency Management	DATE SUBMITTED April 4, 2016
PROJECT DESCRIPTION FFY 15 HSGP Spokane County	CONTRACT NUMBER E16-076

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Michael Manus	Chair, BOCC 12/31/18
	Karen Skoog	Vice-Chair BOCC 12/31/16
	Stephen Kiss	Commissioner 12/31/16

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Michael Manus	Chair, BOCC 12/31/18
	Karen Skoog	Vice-Chair BOCC 12/31/16
	Stephen Kiss	Commissioner 12/31/16

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	JoAnn Boggs	Deputy Director DEM
	Steven West	E911 Coordinator

SECTION NO. 1: SERVICES

PEND OREILLE COUNTY shall provide those services set forth in the Work Plan attached hereto as Exhibit "A" and incorporated herein by reference.

In addition to the services set forth in Exhibit "A", PEND OREILLE COUNTY shall participate in the State of Washington's annual capabilities assessment for the State Preparedness Report.

SECTION NO 2: RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While SPOKANE COUNTY undertakes to assist PEND OREILLE COUNTY with the project/statement of work/work plan (project) by providing funds pursuant to this AGREEMENT, the project itself remains the sole responsibility of PEND OREILLE COUNTY. SPOKANE COUNTY undertakes no responsibility to PEND OREILLE COUNTY, or to any third party, other than as is expressly set out in this AGREEMENT.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of PEND OREILLE COUNTY, 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, PEND OREILLE COUNTY shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to 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.

PEND OREILLE COUNTY shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against PEND OREILLE COUNTY in connection with the project. PEND OREILLE COUNTY shall not look to SPOKANE COUNTY and/or the Washington State Military 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.

SECTION NO. 3: HOMELAND SECURITY GRANT PROGRAM SPECIFIC REQUIREMENTS

- A. The FFY 2015 Homeland Security Grant Program stipulates for overall grant funding:
 - 1. Up to 5 percent of Homeland Security Grant Program funds awarded may be used for management and administrative purposes directly related to administration of the grant.
 - 2. At least 25 percent of the combined Homeland Security Grant Program funds allocated under SHSP and UASI is to be dedicated towards law enforcement terrorism prevention activities (LETPA). The LETPA allocation can be from SHSP, UASI or both.
 - 3. Personnel expenses may not exceed 50 percent of the HSGP award.

- B. Percentages applicable to PEND OREILLE COUNTY under this AGREEMENT may differ from the above overall FFY 2015 HSGP grant stipulations as the requirements apply to the overall grant program :

1. The AGREEMENT amount for management and administration purposes may vary, but PEND OREILLE COUNTY must not exceed the amount identified on the Budget Sheet.
 2. The AGREEMENT LETPA percentage may vary, but PEND OREILLE COUNTY must meet the percentage identified on the Budget Sheet as a minimum.
 3. The AGREEMENT amount for personnel expenses may vary, but PEND OREILLE COUNTY must not exceed the amount identified on the Budget Sheet.
- C. Use of HSGP funds must be consistent with and supportive of implementation of the State Homeland Security Strategy.
- D. SHSP-funded projects must address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. All supported investments are based on capability targets and gaps identified during the assessment process.
- E. PEND OREILLE COUNTY shall use HSGP funds only to perform tasks as described in the Work Plan contained in "Exhibit A" approved by SPOKANE COUNTY and the Washington State Military Department.
- F. PEND OREILLE COUNTY is required to develop a multi-year Training and Exercise Plan (TEP) that identifies training and exercise priorities and activities. **Inclusion in the State's TEP meets the intent of this requirement.** If PEND OREILLE COUNTY chooses to develop its own TEP, it must be submitted to hseep@fema.dhs.gov and emd.training@mil.wa.gov no later than June 1st annually. PEND OREILLE COUNTY is encouraged to participate in the State's annual Training and Exercise Planning Workshop (TEPW) or may participate in their own local or in the regional training.
- G. PEND OREILLE COUNTY will develop and maintain a progressive exercise program consistent with the Homeland Security Exercise and Evaluation Program (HSEEP) and which supports the National Exercise Program (NEP). Upon completion of the exercise, an After Action Report and an Improvement Plan must be prepared and submitted to hseep@fema.dhs.gov and emd.training@mil.wa.gov.
- H. PEND OREILLE COUNTY will provide reports and/or assist with completion of reports required by the AGREEMENT including but not limited to the State Preparedness Report (SPR), and Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessment, and data calls.
- I. Cumulative changes to budget categories in excess of 10% of the AGREEMENT amount will not be reimbursed without prior written authorization from SPOKANE COUNTY. In no case shall the total budget amount exceed the AGREEMENT amount. Budget categories are as specified or defined on the budget sheet contained in "Exhibit B" of this AGREEMENT. Any changes to budget categories other than in compliance with this paragraph will not be reimbursed.

SECTION NO. 4: TERM

The term of this AGREEMENT shall commence as of the date on the FACE SHEET and shall terminate on the date on the FACE SHEET.

SECTION NO. 5: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this AGREEMENT. PEND OREILLE COUNTY and/or employees or agents performing under this AGREEMENT are not employees or agents of SPOKANE COUNTY or the Washington State Military Department in any manner whatsoever. PEND OREILLE COUNTY will not be presented as, nor claim to be, an officer or employee of SPOKANE COUNTY or the Washington State Military Department by reason of this AGREEMENT nor will PEND OREILLE COUNTY make any claim, demand or application to or for any right or privilege applicable to an officer or employee of SPOKANE COUNTY or the Washington State Military Department by reason of this 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.

Unless otherwise provided in this AGREEMENT, PEND OREILLE COUNTY shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for PEND OREILLE COUNTY or its staff required by statute or regulation that are applicable to the AGREEMENT performance.

SECTION NO. 6: ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

PEND OREILLE COUNTY agrees to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this AGREEMENT and the informational documents published by FEMA applicable to the FY 2015 HSGP Program, including but not limited to, all criteria restrictions and requirements of the "Department of Homeland Security Funding Opportunity Announcement FY 2015 Homeland Security Grant Program" document published by FEMA, the DHS Award Announcement Letter for Grant No. EMW-2015-SS-00013-S01, and the federal regulations commonly applicable to DHS/FEMA grants, which are incorporated herein by reference. The DHS Award Letter is incorporated in this AGREEMENT as "Attachment" #1.

PEND OREILLE COUNTY acknowledges that since this AGREEMENT involves federal award funding, the period of performance described herein will likely begin prior to the availability of appropriated federal funds. PEND OREILLE COUNTY agrees that it will not hold the Washington State Military Department, the State of Washington, SPOKANE COUNTY or the United States liable for any damages, claim for reimbursement or any type of payment whatsoever for services performed under this AGREEMENT prior to the distribution of appropriated federal funds or if federal funds are not appropriated or in a particular amount.

The use or disclosure by any party of any information concerning the Washington State Department of Military for any purpose not directly connected with the administration of the Washington State Department of Military, SPOKANE COUNTY's, or PEND OREILLE COUNTY's responsibilities with respect to services provided under this AGREEMENT is prohibited except by prior written consent of SPOKANE COUNTY, and/or the Washington State Department of Military or as required to comply with the state Public Records Act, other law or court order.

SECTION NO. 7: STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS

A. If PEND OREILLE COUNTY makes any disbursement of the 15HSGP funds received under

this AGREEMENT, then it must make a case-by-case determination of whether each party who received the funds is in the role of a subrecipient or a contractor in accordance with 2 CFR 200.330.

- B. If PEND OREILLE COUNTY becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
1. The subrecipient must comply with all federal laws and regulations applicable to PEND OREILLE COUNTY regarding the 15HSGP funds, including but not limited to those laws and regulations contained in 2 CFR 200.
 2. PEND OREILLE COUNTY shall require its subrecipient to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this AGREEMENT and the informational documents published by DHS/FEMA applicable to the FY 2015 HSGP Program, including but not limited to, all criteria restrictions and requirements of the "Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2015 Homeland Security Grant Program" document published by FEMA, the DHS Award Announcement Letter for Grant No. EMW-2015-SS-00013-S01, and the federal regulations commonly applicable to DHS/FEMA grants.
 3. Any subrecipient under AGREEMENT with PEND OREILLE COUNTY shall be responsible to the Department for ensuring that all 15HSGP federal award funds provided to any of its subrecipients are used in accordance with applicable federal and state statutes and regulations and the terms and conditions of the federal award number EMW-2015-SS-0013-S01.

SECTION NO. 8: COMPLIANCE WITH LAWS

PEND OREILLE COUNTY and SPOKANE COUNTY agree that all activity pursuant to this AGREEMENT will be in accordance with all applicable current federal, state and local laws, rules and regulations. As a recipient of federal financial assistance under this AGREEMENT, PEND OREILLE COUNTY shall comply with all applicable state and federal statutes, regulations, executive orders and guidelines, including but not limited to the following:

- A. PEND OREILLE COUNTY must comply with the 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 ADA provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications
- B. PEND OREILLE COUNTY and all its contractors and subrecipients shall comply with and SPOKANE COUNTY and the Washington State Military 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), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.) which prohibits discrimination on the basis of race, color or national origin; (b) the Civil Rights Act of 1968 (42 U.S.C. 3601), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex; 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 Person (RCW 70.92), and safety and health regulations.

PEND OREILLE COUNTY 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 AGREEMENT.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by PEND OREILLE COUNTY, its subcontractors or subrecipients, SPOKANE COUNTY may rescind, cancel or terminate the AGREEMENT in whole or in part in its sole discretion. PEND OREILLE COUNTY is responsible for all costs or liability arising from its failure and that of its subcontractors and/or subrecipients to comply with application laws, regulations, executive orders, OMB Circulars or policies.

SECTION NO. 9: COMPENSATION/REIMBURSEMENT/INVOICING PROCEDURES

- A. SPOKANE COUNTY shall reimburse PEND OREILLE COUNTY an amount not to exceed the amount set forth in Exhibit "B", attached hereto and incorporated herein by reference for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Exhibit "A". PEND OREILLE COUNTY's reimbursement for services set forth in Exhibit "A" shall be in accordance with the terms and conditions set forth in the Budget attached hereto as Exhibit "B" and incorporated herein by reference.
- B. SPOKANE COUNTY shall make no payments in advance or in anticipation of goods or services to be provided under this AGREEMENT. PEND OREILLE COUNTY shall not invoice SPOKANE COUNTY in advance of delivery and invoicing of such goods or services.
- C. PEND OREILLE COUNTY will submit reimbursement requests to SPOKANE COUNTY by submitting a properly completed reimbursement workbook consisting of a State A-19 Invoice form, reimbursement spreadsheet detailing the expenditures for which reimbursement is sought, and a progress report. A reimbursement workbook is required for all requests for payment and is incorporated herein. Signed A-19 Invoices must be submitted with appropriate supporting documentation. Requests for reimbursement by PEND OREILLE COUNTY shall be made at least on a quarterly basis for any expenditures. The maximum amount of all reimbursement requests permitted to be submitted under this AGREEMENT, including the final reimbursement request is limited to and shall not exceed the total AGREEMENT amount. All work under this AGREEMENT must end on or before the AGREEMENT End Date. Final reimbursement request billings must be submitted no later than July 28, 2017, for all allowable expenses under this AGREEMENT.

Requests for reimbursement shall be directed to:

**Christopher Barnes
Program Specialist
Greater Spokane Emergency Management
1121 W Gardner Ave.
Spokane WA 99201**

Payment shall be considered timely if made by SPOKANE COUNTY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by PEND OREILLE COUNTY.

Reimbursement request totals should be commensurate to the time spent processing by PEND OREILLE COUNTY and SPOKANE COUNTY. If the reimbursement request isn't substantial enough, PEND OREILLE COUNTY should request prior written approval from SPOKANE COUNTY to waive the due date in the Milestone Timeline (Exhibit "C") and instead submit those costs on the next scheduled reimbursement due date contained in the Timeline.

- D. This is a fixed price, reimbursement AGREEMENT. Within the total AGREEMENT amount, travel, sub-contracts, salaries and wages, benefits, printing and other goods and services or other approved budget categories will be reimbursed on an actual cost basis unless otherwise provided in this AGREEMENT. For travel costs, PEND OREILLE COUNTY shall comply with 2 CFR 200.474 and should consult with their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov> and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written prior approval by SPOKANE COUNTY and the Washington State Military Department.
- E. Receipts and/or backup documentation for any approved budget line items including travel related expenses that are authorized under this AGREEMENT must be maintained by PEND OREILLE COUNTY consistent with record retention requirements of this AGREEMENT and be made available upon request by SPOKANE COUNTY, Washington State Military Department and/or local, state or federal auditors.
- F. No costs for purchases of supplies will be reimbursed until the related supplies have been received by PEND OREILLE COUNTY, its contractor or any non-federal entity to which PEND OREILLE COUNTY has made a subaward and is invoiced by the vendor.
- G. A written Amendment will be required if PEND OREILLE COUNTY expects cumulative transfers between project budgets, as identified in the Budget (Exhibit "B") and Work Plan/Approved Project (Exhibit "A"), to exceed 10% of the Grant Agreement amount. Any adjustments to project totals not in compliance with this paragraph will not be reimbursed.
- H. PEND OREILLE COUNTY shall only use federal award funds under this AGREEMENT to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. PEND OREILLE COUNTY may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

- I. Failure to timely submit complete reports and reimbursement requests as required by this AGREEMENT (including but not limited to those reports in the Milestone Timeline) will prohibit PEND OREILLE COUNTY from being reimbursed until such completed reports and reimbursement requests are submitted and SPOKANE COUNTY has had reasonable time to conduct its review. Final reimbursement requests will not be approved for payment if PEND OREILLE COUNTY is not current with all reporting requirements contained in this AGREEMENT.
- J. In the event PEND OREILLE COUNTY fails to expend funds under this AGREEMENT in accordance with applicable federal, state, and local laws and/or the provisions of the AGREEMENT, SPOKANE COUNTY in conjunction with the Washington State Military 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 AGREEMENT termination. Repayment by PEND OREILLE COUNTY of funds under this recapture provision shall occur within 30 days of demand. In the event SPOKANE COUNTY is required to institute legal proceedings to enforce the recapture provision, SPOKANE COUNTY shall be entitled to its costs thereof, including attorney fees.
- K. If PEND OREILLE COUNTY chooses or is allowed under the terms of this AGREEMENT to include indirect costs within the Budget (Exhibit "B"), an indirect cost rate agreement negotiated between the federal cognizant agency for indirect costs and PEND OREILLE COUNTY establishing approved indirect cost rate(s) as described in 2 CFR 200.414 and Appendix VII to 2 CFR 200 must be submitted to SPOKANE COUNTY and the Washington State Military Department. However, under 2 CFR 200.414(f), if PEND OREILLE COUNTY never received a negotiated indirect cost rate agreement establishing federally negotiated rate(s), PEND OREILLE COUNTY may negotiate a rate with the Washington State Military Department or charge a de minimis rate of 10% of modified total direct costs. PEND OREILLE COUNTY's actual indirect cost rate may vary from the approved rate, but must not exceed the indirect cost rate percentage identified in the Budget (Exhibit "B"). If PEND OREILLE COUNTY chooses to charge the 10% de minimis rate, but did not charge indirect costs to previous subawards, a request for approval to charge indirect costs must be submitted to the Washington State Military Department for approval with an explanation for the charge.

SECTION NO. 10: REPORTING REQUIREMENTS

- A. PEND OREILLE COUNTY shall submit to SPOKANE COUNTY with each reimbursement request a progress report indicating the status of Work Plan activities which are set forth both in the Scope of Work contained in Exhibit "A" and in Section No. 2 of this AGREEMENT and are the basis for the reimbursement request.
- B. The GRANTEE shall submit to the COUNTY a Closeout Report and a final "Agreement funded Resource Report" no later than 30 days after the AGREEMENT end date.
- C. PEND OREILLE COUNTY shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to SPOKANE COUNTY the FFATA Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>; which is incorporated by reference and made a part of this AGREEMENT.
- D. PEND OREILLE COUNTY shall participate in the State's annual capabilities assessment

SECTION NO. 11: SUPPLY MANAGEMENT

- A. PEND OREILLE COUNTY and any non-federal entity to which PEND OREILLE COUNTY makes a subaward shall comply with 2 CFR 200.318 – 200.326, to include but not limited to:
1. Upon successful completion of the terms of this AGREEMENT, all supplies purchased through this AGREEMENT will be owned by PEND OREILLE COUNTY or a recognized non-federal entity to which PEND OREILLE COUNTY has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.
 2. All supplies as applicable purchased under this AGREEMENT will be recorded and maintained in PEND OREILLE COUNTY's inventory system.
 3. If applicable, PEND OREILLE COUNTY shall be responsible for any and all operational and maintenance expenses and for the safe operation of supplies including all questions of liability. Further, if applicable PEND OREILLE COUNTY shall develop appropriate maintenance schedules and procedures to ensure that any purchased supplies are well maintained and kept in good operating condition.
 4. If applicable, PEND OREILLE COUNTY must develop a control system to ensure adequate safeguards to prevent loss, damage and theft of the property. Any loss, damage or theft shall be investigated and a report generated and sent to SPOKANE COUNTY and the Washington State Military Department.
 5. If upon termination or at the AGREEMENT end date, there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value which will not be needed for any other Federal award, PEND OREILLE COUNTY must comply with the following procedures:
 - a. PEND OREILLE COUNTY may retain the supplies for use on other non-Federal related activities or sell them, but must compensate the Federal sponsoring agency for its share.

SECTION NO.12: PROCUREMENT

PEND OREILLE COUNTY shall comply with EMD's Purchase Policy contained within the EMD Purchase Workbook version 2015.1 located at <http://mil.wa.gov/emergency-management-division/grants/homeland-security-grants>, incorporated by reference and made part of this AGREEMENT. No reimbursement will be provided unless the appropriate approval has been received.

PEND OREILLE COUNTY shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326.

For all sole source contracts expected to exceed \$150,000, PEND OREILLE COUNTY must submit to SPOKANE COUNTY and the Washington State Military Department for pre-procurement review and approval the procurement documents, such as request for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity which PEND OREILLE COUNTY makes a subaward, at which point PEND OREILLE COUNTY will be responsible for reviewing and approving sole source justifications of any non-federal entity to which PEND OREILLE COUNTY makes a subaward.

SECTION NO. 13: ENVIRONMENTAL AND HISTORICAL PRESERVATION

- A. PEND OREILLE COUNTY shall ensure full compliance with DHS/FEMA'S Environmental Planning and Historic Preservation (EHP) Program. PEND OREILLE COUNTY is required to comply with DHS/FEMA Policy Guidance which is found at <https://www.fema.gov/office-environmental-planning-and-historic-preservation>; FP108-023-1 Environmental Planning and Historic Preservation Policy Guidance at <https://www.fema.gov/media-library/assets/documents/85376>; and FP 108.24.4 Environmental Planning and Historical Preservation Policy at <https://www.fema.gov/media-library/assets/documents/101537>, all of which are incorporated in and made a part of this AGREEMENT.
- B. Any projects proposed by PEND OREILLE COUNTY that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to walls and training or exercises occurring outside in areas not considered previously disturbed also require a DHS/FEMA EHP review before project initiation. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- C. PEND OREILLE COUNTY agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in the applicable guidelines must be met. The EHP review process must be completed before funds are reimbursed. Expenditures for projects started before EHP process review completion approval is received will not be reimbursed.

SECTION NO. 14: GRANTEE MONITORING

- A. SPOKANE COUNTY will monitor the activities of PEND OREILLE COUNTY from the award date to closeout. The goal of the SPOKANE COUNTY'S monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this AGREEMENT, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F. To document compliance with 2 CFR Part 200 Subpart F requirements, PEND OREILLE COUNTY shall complete and return to SPOKANE COUNTY the attached Audit Certification Form, which is incorporated herein and made part of this AGREEMENT. The Audit Certification Form must be signed each fiscal year thereafter until the completion of this AGREEMENT.
- B. The monitoring activities performed by SPOKANE COUNTY may include, but are not limited to:
1. Review of financial and performance reports;
 2. Monitoring and documenting the completion of the AGREEMENT deliverables;
 3. Documentation of phone calls, meetings, e-mails and correspondence;
 4. Review of reimbursement requests and supporting documentation to ensure

- allowability and consistency with the AGREEMENT work plan, budget and federal requirements;
5. Observation and documentation of AGREEMENT related activities, such as exercises, training, and funded events.
 6. On-site visits to review and verify source documentation for reimbursement requests and performance reports and to verify completion of deliverables.
- C. PEND OREILLE COUNTY is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200, for any non-federal entity to which PEND OREILLE COUNTY makes a subaward as a pass-through entity under this AGREEMENT.
- D. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

SECTION NO 15: LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

PEND OREILLE COUNTY must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. Assistance and information regarding language access obligations can be accessed at DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

SECTION NO 16: NIMS COMPLIANCE

- A. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain and deliver the core capabilities needed to achieve a secure and resilient nation.
- B. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive (PPD) – 8 to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.

- C. PEND OREILLE COUNTY agrees that in order to receive Federal Fiscal Year 2015 federal preparedness funding, to include HSGP, the National Incident Management System (NIMS) compliance requirements as set forth in FY15 must be met.

SECTION NO 17: SINGLE AUDIT ACT REQUIREMENTS

- A. Non-federal entities, as subrecipients of a federal award, that expend \$750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term “non-federal entity” means a State, local government, Indian tribe, institution of higher education, or non-profit organization, that carries out a federal award as a recipient or subrecipient.
- B. If PEND OREILLE COUNTY is required to have an audit, it must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. PEND OREILLE COUNTY has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor’s Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.
- C. PEND OREILLE COUNTY shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records. PEND OREILLE COUNTY is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.
- D. PEND OREILLE COUNTY must respond to SPOKANE COUNTY and/or the Washington State Military Department’s requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. SPOKANE COUNTY and/or the Washington State Military Department reserve the right to recover from PEND OREILLE COUNTY all disallowed costs resulting from the audit.
- E. Once the single audit has been completed, PEND OREILLE COUNTY must send a full copy of the audit to SPOKANE COUNTY and the Washington State Military Department. In addition to a copy of the audit, PEND OREILLE COUNTY must send a letter stating there were no findings, or if there were findings, the letter should provide a list of the findings. In addition to sending a copy of the audit, and whenever appropriate, PEND OREILLE COUNTY must include a corrective action plan for any audit findings and a copy of the management letter if one was received. PEND OREILLE COUNTY must send the audit, findings, corrective plan and the letter no later than nine (9) months after the end of PEND OREILLE COUNTY’s fiscal year(s) to the following:

**Contracts Office
Washington Military Department**

**Finance Division, Building #1 TA-20
Camp Murray, WA 98430-5032**

**Christopher Barnes
Program Specialist
Greater Spokane Emergency Management
1121 W Gardner Ave.
Spokane WA 99201**

- F. If PEND OREILLE COUNTY claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, it must send a letter identifying this AGREEMENT and explaining the criteria for exemption no later than nine (9) months after the end of PEND OREILLE COUNTY's fiscal year(s) to:

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

**Christopher Barnes
Program Specialist
Greater Spokane Emergency Management
1121 W Gardner Ave.
Spokane WA 99201**

- G. SPOKANE COUNTY and/or the Washington State Military Department retain the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.
- H. PEND OREILLE COUNTY shall include the above audit requirements in any sub-contracts.
- I. Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this AGREEMENT. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, PEND OREILLE COUNTY's failure to comply with said audit requirements may result in one or more of the following actions in SPOKANE COUNTY's and/or the Washington State Military Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

SECTION NO. 18: VENUE STIPULATION

This AGREEMENT shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the state of Washington. Venue of any suit between the PARTIES arising out of this AGREEMENT shall be the Superior Court of SPOKANE COUNTY, Washington. PEND OREILLE COUNTY, by execution of this AGREEMENT acknowledges the jurisdiction of the courts of the State of Washington.

SECTION NO 19: SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this AGREEMENT or its

application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the AGREEMENT, which can be given effect without the invalid provision. To this end, the terms and conditions of this AGREEMENT are declared severable.

SECTION NO. 20: AMENDMENTS AND MODIFICATIONS

PEND OREILLE COUNTY and/or SPOKANE COUNTY may request, in writing, an amendment or modification of this AGREEMENT. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of SPOKANE COUNTY and PEND OREILLE COUNTY. No other understandings or agreements, written or oral, shall be binding on the parties.

SECTION NO. 21: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this AGREEMENT, PEND OREILLE COUNTY certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this AGREEMENT by any federal department or agency.

PEND OREILLE COUNTY shall complete, sign and return a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form which is attached and incorporated to this AGREEMENT.

Further, PEND OREILLE COUNTY agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. PEND OREILLE COUNTY certifies that it will ensure that potential sub-contractors or sub-recipients 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 subawards to subrecipients for any amount. With respect to covered transactions, PEND OREILLE COUNTY may comply with this provision by obtaining a certification statement from the potential subcontractor or subrecipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. PEND OREILLE COUNTY also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/>). PEND OREILLE COUNTY also agrees not to enter into any agreements or contracts for the purchase of goods and services with any part on the Department of Enterprise Services' Debarred Vendor List (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

SECTION NO. 22: CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, PEND OREILLE COUNTY hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of PEND OREILLE COUNTY to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal

appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this AGREEMENT, PEND OREILLE COUNTY will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, PEND OREILLE COUNTY will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

SECTION NO 23: CONFLICT OF INTEREST

No officer or employee of the SPOKANE COUNTY; no member, officer, or employee of PEND OREILLE COUNTY 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 PEND OREILLE COUNTY 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 AGREEMENT.

PEND OREILLE COUNTY shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

SECTION NO. 24: DISPUTE RESOLUTION

Except as otherwise provided in this AGREEMENT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution panel shall be in writing, state the disputed issues, state the relative positions of the parties and be sent to all parties. The panel shall consist of a representative appointed by SPOKANE COUNTY, a representative by PEND OREILLE COUNTY and a third party mutually agreed upon by both parties. The panel shall by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs and share equally the cost of the third panel member.

SECTION NO. 25: INDEMNIFICATION

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

To the extent allowed by law, PEND OREILLE COUNTY, its successors or assigns, shall protect, save, indemnify, defend, and hold harmless SPOKANE COUNTY, the Washington State Military Department, the State of Washington and the United States Government and their authorized agents and employees, from and against all claims, actions, costs, expenses or damages of any nature whatsoever by reason of the acts or omissions of PEND OREILLE COUNTY its' sub-contractors, consultants, subrecipients, assigns, agents, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this AGREEMENT.

To the extent allowed by law, PEND OREILLE COUNTY further agrees to defend SPOKANE

COUNTY, the Washington State Military Department and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorney's fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this AGREEMENT.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of SPOKANE COUNTY; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) SPOKANE COUNTY, and (2) PEND OREILLE COUNTY, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of PEND OREILLE COUNTY or its agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/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.

OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA): PEND OREILLE COUNTY 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 PEND OREILLE COUNTY's performance under this AGREEMENT. To the extent allowed by law, PEND OREILLE COUNTY further agrees to indemnify and hold harmless SPOKANE COUNTY, the Washington State Military 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 SPOKANE COUNTY, and the Washington State Military Department, as a result of the failure of PEND OREILLE COUNTY to so comply.

SECTION NO. 26: EXECUTION AND APPROVAL

The signatories to this AGREEMENT represent that they have the authority to bind their respective organizations to this AGREEMENT. Only the PARTIES' authorized representatives shall have the express, implied or apparent authority to alter, amend, modify or waive any clause or condition of this AGREEMENT. Any alteration, amendment, modification, or waiver of any clause or condition of this AGREEMENT is not effective or binding unless made in writing and signed by both PARTIES' authorized representatives. Further, only the Authorized Signature representatives or the designee of the Authorized Signature representative shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification request, requests for changes to projects or work plans and other requests, certifications and documents authorized by or required under this AGREEMENT.

SECTION NO. 27: LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this AGREEMENT and prior to normal completion or end date, SPOKANE COUNTY and/or the Washington State Military Department may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the AGREEMENT as a "Termination for Cause" without providing PEND OREILLE COUNTY an opportunity to cure. Alternatively, the PARTIES may renegotiate the terms of this AGREEMENT under "Amendments and Modifications" to comply with new funding limitations and conditions, although SPOKANE COUNTY and/or the Washington State Military Department has no obligation to do so.

SECTION NO. 28: NONASSIGNABILITY

Neither this AGREEMENT, nor any claim arising under this AGREEMENT, shall be transferred or assigned by PEND OREILLE COUNTY.

SECTION NO. 29: NOTICES

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

SECTION NO. 30: OWNERSHIP OF PROJECT/CAPITAL FACILITIES

SPOKANE COUNTY and/or the Washington State Military Department makes no claim to any capital facilities or real property improved or constructed with funds under this AGREEMENT, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of PEND OREILLE COUNTY. PEND OREILLE COUNTY shall assume all liabilities arising from the ownership and operation of the project and agrees to indemnify and hold SPOKANE COUNTY, the Washington State Military Department, 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.

SECTION NO. 31: 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.

SECTION NO. 32: PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this 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 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.

SECTION NO. 33: PUBLICITY

PEND OREILLE COUNTY agrees to submit to SPOKANE COUNTY and the Washington State Military Department, prior to issuance all advertising and publicity matters relating to this AGREEMENT wherein SPOKANE COUNTY's and/or the Washington State Military Department's name is mentioned or language used from which the connection of SPOKANE COUNTY and/or the Washington State Military Department's name may, in the judgment of SPOKANE COUNTY and/or the Washington State Military Department be inferred or implied. PEND OREILLE COUNTY agrees not to publish or use such advertising and publicity matters without the prior written consent of SPOKANE COUNTY and/or the Washington State Military Department. PEND OREILLE COUNTY may copyright original work it develops in the course of or under this AGREEMENT, however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, public or otherwise use and to authorize others to use the work for government purposes.

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

SECTION NO. 34: RECORDS

- A. PEND OREILLE COUNTY agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect PEND OREILLE COUNTY's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this AGREEMENT (the "records").
- B. PEND OREILLE COUNTY's records related to this AGREEMENT and the projects funded may be inspected and audited by SPOKANE COUNTY and/or the Washington state Military Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by PEND OREILLE COUNTY with the terms of this AGREEMENT and to determine the appropriate level of funding to be paid under the AGREEMENT.
- C. The records shall be made available by PEND OREILLE COUNTY for such inspection, and audit together with suitable space for such purpose, at any and all times during PEND OREILLE COUNTY's normal working day.
- D. PEND OREILLE COUNTY shall retain and allow access to all records related to this 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 AGREEMENT. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

SECTION NO. 35: SUBCONTRACTING & PROCUREMENT

PEND OREILLE COUNTY shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.326 Contract Provisions. As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this AGREEMENT must include the following provisions, as applicable:

- A. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.

- C. **Equal Employment Opportunity:** Except as otherwise provided under 41 CFR Part 60. All contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246 “Equal Employment Opportunity” (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375 “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- D. **Davis-Bacon Act as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) 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 subrecipient must be prohibited from inducing, by any means, any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- E. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must 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 one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must 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 ordinary available on the open market, or contracts for transportation or transmission of intelligence.
- F. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work under that “funding agreement”, the recipient or subrecipient must comply with the requirements of 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.

- G. Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. Debarment and Suspension (Executive Orders 12549 and 12689) –A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p.189) and 12689 (3 CFR 1989 Comp., p. 235), “Debarment and Suspension”. SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- J. Procurement of recovered materials –As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- K. Notice of Federal awarding agency requirements and regulations pertaining to reporting.
- L. Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
- M. Access by SPOKANE COUNTY, Washington State Military Department, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

- N. Retention of all required records for six years after PEND OREILLE COUNTY has made final payments and all other pending matters are closed.
- O. 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, 89 Stat. 871).
- P. SPOKANE COUNTY, the Washington State Military Department reserves the right to review PEND OREILLE COUNTY's procurement plans and documents, and require PEND OREILLE COUNTY to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 – 200.326. PEND OREILLE COUNTY must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow PEND OREILLE COUNTY as well as SPOKANE COUNTY and/or the Washington State Military Department to make a determination on eligibility of project costs.
- Q. All sub-contracting agreements entered into pursuant to this AGREEMENT shall incorporate this AGREEMENT by reference.

SECTION NO. 36: TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this AGREEMENT, PEND OREILLE COUNTY may terminate this AGREEMENT by providing written notice of such termination to SPOKANE COUNTY'S Key Personnel identified in the AGREEMENT, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this AGREEMENT, SPOKANE COUNTY, in its sole discretion and in the best interests of SPOKANE COUNTY and/or the State of Washington, may terminate this AGREEMENT in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to PEND OREILLE COUNTY. Upon notice of termination for convenience, SPOKANE COUNTY reserves the right to suspend all or part of the AGREEMENT, withhold further payments, or prohibit PEND OREILLE COUNTY from incurring additional obligations of funds. In the event of termination, PEND OREILLE COUNTY shall be liable for all damages as authorized by law. The rights and remedies of SPOKANE COUNTY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

SECTION NO. 37: TERMINATION OR SUSPENSION FOR CAUSE

In the event SPOKANE COUNTY, in its sole discretion, determines PEND OREILLE COUNTY has failed to fulfill in a timely and proper manner its obligations under this AGREEMENT, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render PEND OREILLE COUNTY unable to perform any aspect of the AGREEMENT, or has violated any of the covenants, agreements or stipulations of this AGREEMENT, SPOKANE COUNTY has the right to immediately suspend or terminate this AGREEMENT in whole or in part.

SPOKANE COUNTY may notify PEND OREILLE COUNTY in writing of the need to take corrective action and provide a period of time in which to cure any defect identified. SPOKANE COUNTY is not required to allow PEND OREILLE COUNTY an opportunity to cure if it is not

feasible as determined solely within SPOKANE COUNTY'S discretion. Any time allowed for cure shall not diminish or eliminate PEND OREILLE COUNTY's liability for damages or otherwise affect any other remedies available to SPOKANE COUNTY. If SPOKANE COUNTY allows PEND OREILLE COUNTY an opportunity to cure, SPOKANE COUNTY shall notify PEND OREILLE COUNTY in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by SPOKANE COUNTY, or if such corrective action is deemed by SPOKANE COUNTY to be insufficient, the AGREEMENT may be terminated in whole or in part.

SPOKANE COUNTY reserves the right to suspend all or part of the AGREEMENT, withhold further payments, or prohibit PEND OREILLE COUNTY from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the PEND OREILLE COUNTY, if allowed, or pending a decision by SPOKANE COUNTY to terminate the AGREEMENT in whole or in part.

In the event of termination, PEND OREILLE COUNTY shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original AGREEMENT and the replacement or cover AGREEMENT and all administrative costs directly related to the replacement AGREEMENT, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of SPOKANE COUNTY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that PEND OREILLE COUNTY: (1) was not in default or material breach, or (2) failure to perform was outside of PEND OREILLE COUNTY's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

SECTION NO. 38: TERMINATION PROCEDURES

In addition to the procedures set forth below, if SPOKANE COUNTY terminates this AGREEMENT, PEND OREILLE COUNTY shall follow any procedures specified in the termination notice. Upon termination of this AGREEMENT and in addition to any other rights provided in this AGREEMENT, SPOKANE COUNTY may require PEND OREILLE COUNTY to deliver to SPOKANE COUNTY any property specifically produced or acquired for the performance of such part of this AGREEMENT as has been terminated.

If the termination is for convenience, SPOKANE COUNTY shall pay to PEND OREILLE COUNTY an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by SPOKANE COUNTY prior to the effective date of AGREEMENT termination, and the amount agreed upon by PEND OREILLE COUNTY and SPOKANE COUNTY for (i) completed work, supplies and services provided for which no separate price is stated, (ii) partially completed work, supplies and services provided which are accepted by SPOKANE COUNTY, (iii) other work, supplies and services which are accepted by SPOKANE COUNTY, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this AGREEMENT. If the termination is for cause, SPOKANE COUNTY shall determine the extent of the liability of SPOKANE COUNTY. SPOKANE COUNTY shall have no other obligation to PEND OREILLE COUNTY for termination. SPOKANE COUNTY may withhold from any amounts due PEND OREILLE COUNTY such sum as SPOKANE COUNTY determines to be necessary to protect SPOKANE COUNTY against potential loss or liability.

The rights and remedies of SPOKANE COUNTY provided in this AGREEMENT shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by SPOKANE COUNTY in writing, PEND OREILLE COUNTY shall:

- A. Stop work under the AGREEMENT on the date, and to the extent specified, in the notice;
- B. Place no further orders or sub-contracts for materials, services, and/or supplies, in relation to this AGREEMENT except as may be necessary for completion of such portion of the work under the AGREEMENT as is not terminated;
- C. Assign to SPOKANE COUNTY, in the manner, at the times, and to the extent directed by SPOKANE COUNTY, all of the rights, title, and interest of PEND OREILLE COUNTY under the orders and sub-contracts so terminated, in which case SPOKANE COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of SPOKANE COUNTY to the extent SPOKANE COUNTY may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer to title to SPOKANE COUNTY and/or the Washington State Military Department and deliver in the manner, at the times, and to the extent directed by SPOKANE COUNTY any property which, if the AGREEMENT had been completed, would have been required to be furnished to SPOKANE COUNTY and/or the Washington State Military Department;
- F. Complete performance of such part of the work as shall not have been terminated by SPOKANE COUNTY in compliance with all contractual requirements; and
- G. Take such action as may be necessary, or as SPOKANE COUNTY may require, for the protection and preservation of the property related to this AGREEMENT which is in the possession of PEND OREILLE COUNTY and in which SPOKANE COUNTY and/or the Washington State Military Department has or may acquire an interest.

SECTION NO. 39: WAIVER

No conditions or provisions to this AGREEMENT can be waived unless approved in advance by SPOKANE COUNTY in writing. SPOKANE COUNTY's failure to insist upon strict performance of any provision of the 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 AGREEMENT.

SECTION NO. 40: UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

PEND OREILLE COUNTY is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this AGREEMENT. PEND OREILLE COUNTY may set utilization standards, based upon local conditions or may utilize the

state of Washington MWBE goals, as identified in WAC 326-30-041.

EXHIBIT "A"
2015 HOMELAND SECURITY GRANT (HSGP)
STATE HOMELAND SECURITY PROGRAM
APPROVED PROJECTS

Work Plan/Statement of Work
FFY 2015 Region 9 Homeland Security Program
Agency: Pend Oreille County

INTRODUCTION:

As the Pass-through Entity (PTE), the Washington State Military department (WMD) Emergency Management Division's (EMD) Preparedness Grants Section (PGS), referenced as the Department, is responsible for ensuring federal funding is expended and programs implemented in full accordance with governing law and regulations. Eighty-percent of the state's award is allocated to local and tribal units of government in accordance with Federal guidelines. Washington State is divided into nine Homeland Security Regions. Funding is allocated to the Regions according to a county base, population, and population density funding formula. The remaining twenty percent is allocated to state agencies using a sustainment funding model.

Region 9 has conducted extensive regional planning efforts that produced a regional Threat/Risk Assessment and Vulnerability Analysis Report, All Hazard Emergency Preparedness Strategic Plan and Programmatic Enhancements. Seventeen natural and technological risks are identified. Threat, risk and vulnerability were analyzed and are annually reviewed to help focus our capabilities based prioritization. The primary hazards we face on an annual basis and priority planning efforts are: wildland fire, severe winter storm, flood, HAZMAT and transportation HAZMAT, infectious disease, and terrorism. Priority is given these threats and hazards, an all-hazards focus is encouraged and WMD is looking to integrate a catastrophic framework. The regional hazards are distributed across four risk categories (severe, high, moderate and low). The northern portion of the region (Ferry, Stevens, Pend Oreille counties) border Canada so border security and coordination with federal and state partners is prioritized.

Region 9 participates in the annual WA State SPR and THIRA, primarily through the regional coordinator who shares and seeks input from regional partners. Planning is coordinated at the local/tribal level and across Region 9. Regional planning efforts support capability specific plans, procedures, and training and exercise programs. This investment supports ongoing regional efforts to attain and maintain NIMS compliance, update and maintain county mitigation and comprehensive emergency management plans to include Terrorism Annexes and integration of the whole community into existing plans. The results are cross-walked with the State's priorities, goals and capability targets and incorporated into the local and regional plans. This Investment sustains previous year's SHSP investments and will primarily address Planning and Operational Coordination, priorities identified as high in the SPR.

Region 9 is composed of Adams, Asotin, Columbia, Ferry, Garfield, Lincoln, Pend Oreille, Spokane, Stevens, and Whitman Counties. Spokane County is the designated Region 9 Homeland Security Coordinating Office and the point of contact for the Region 9 Investment, which was submitted as part of the Washington State FY15 SHSP Investment Justification. The following project was approved as a part of the Investment:

Project #1	Emergency Communications Enhancements	\$19,100
DESCRIPTION	<p>Pend Oreille County Interoperable Communications and Planning - Pend Oreille County continues to upgrade the countywide interoperable communications network to more effectively prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events. This project will include planning, training and equipment. Activities will include:</p> <ol style="list-style-type: none"> 1. Conducting a countywide CBRNE full scale exercise in 2016 to test, identify gaps and update emergency response plans including the County CEMP 2. Analyze and identify gaps in the communication infrastructure and interoperable communication equipment used by the counties first responders. Enhance communication capabilities to include: infrastructure, mobile, portables, and communication support equipment. 3. Provide NIMS and other training to response agencies 	

EXHIBIT "B"
BUDGET

FFY15 Homeland Security Grant Program Budget Summary

**County: Pend
Oreille**

**Contract #:
GSEM-1517**

Category	Planning Current	Admin/Mgmt Current	Exercise Current	Training Current
Salaries & Benefits	\$15,712			
Overtime				
Consultant/ Sub- Contracting				
Goods and Services				
Travel and Per Diem	\$3,388			
Total	\$19,100			

Budget Notes

-
- All funding for the Categories, Items or Projects listed above must be expended no later than **6/30/2017**. **Final Reimbursement request for all expenses under this award must be received by Spokane County's Representative no later than 7/28/2017.**

EXHIBIT "C"
MILESTONE TIMELINE
FFY15 Region 9 Homeland Security Grant Program

MILESTONE	TASK
September 1, 2015	Start of grant performance period
April 30, 2016	Submission of complete A19 and workbook (1/1 – 3/31/16)
July 31, 2016	Grant Funded Typed Resource Report (Jan – June 2016)
July 31, 2016	Submission of complete A19 and workbook (4/1 – 6/30/16)
October 31, 2016	Submission of complete A19 and workbook (7/1 – 9/30/16)
January 15, 2017	Grant Funded Typed Resource Report (July- Dec 2016)
January 15, 2017	Submission of complete A19 and workbook (10/1 - 12/31/16)
April 30, 2017	Submission of complete A19 and workbook (1/1 -3/31/17)
June 30, 2017	Termination of the contract performance period; all work must end under this grant.
No later than July 28, 2017	Submit all final reports, invoices for reimbursement and/or deliverables. Grant Funded Typed Resource Report

FFATA FORM

Subrecipient Agency: Pend Oreille County				
Grant and Year: FY15 SHSP		Agreement Number: E16-076		
Completed by: _____				
Name	Title	Telephone		
Date Completed: _____				
STEP 1				
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input type="checkbox"/>	GO to Step 2
STEP 2				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
STEP 3				
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/>	GO to STEP 4	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
STEP 4				
Does the public have access to information about the total compensation* of senior executives in	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/>	GO to STEP 5
STEP 5				
Executive #1	Name: _____			
	Total Compensation amount: \$ _____			
Executive #2	Name: _____			
	Total Compensation amount: \$ _____			
Executive #3	Name: _____			
	Total Compensation amount: \$ _____			
Executive #4	Name: _____			
	Total Compensation amount: \$ _____			
Executive #5	Name: _____			
	Total Compensation amount: \$ _____			
STEP 6				
If your organization does not meet these criteria, specifically identify below <u>each</u> criteria that is not met for your organization: <u>For Example: "Our organization received less than \$25,000."</u>				

Signature: _____ Date: _____

* Total compensation refers to:

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

Additional Resources:

<http://www.whitehouse.gov/omb/open>

<http://www.hrsa.gov/grants/ffata.html>

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>

<http://www.grants.gov/>

2 CFR Part 200 Subpart F Audit Certification Form

Audits of States, Local Governments, Indian Tribes and Non-Profit Organizations

<i>Contact Information</i>	
Subrecipient Name: Pend Oreille County	
Authorized Chief Financial Officer:	
Address:	
Email:	Phone #:

Purpose: As a pass-through entity of federal grant funds, SPOKANE COUNTY and/or the Washington State Military Department is required by 2 CFR Part 200 Subpart F to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and verify that subrecipients expending \$750,000 or more in federal awards during their fiscal year have met the 2 CFR Part 200 Subpart F Audit Requirements. Your entity is a subrecipient subject to such monitoring by SPOKANE COUNTY and/or the Washington State Military Department because it is a non-federal entity that expends federal grant funds received from SPOKANE COUNTY as a pass-through entity to carry out a federal program. 2 CFR Part 200 Subpart F should be consulted when completing this form.

Directions: As required by 2 CFR Part 200 Subpart F, non-federal entities that expend \$750,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If you entity **is not** subject to these requirements, you must complete Section A of this form. If your entity **is** subject to these requirements, you must complete Section B of this form. When completed, you must sign, date and return this form with your grant agreement and every fiscal year thereafter until the grant agreement is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs and suspension or termination of federal awards.

SECTION A: Entities NOT subject to the audit requirements of 2 CFR Part 200 Subpart F

Our entity is not subject to the requirements of 2 CFR Part 200 Subpart F because (check all that apply):

We did not expend \$750,000 or more of *total* federal awards during the fiscal year.

We are a for-profit agency.

We are exempt for other reasons (describe):

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

SECTION B: Entities that ARE subject to the requirements of 2 CFR Part 200 Subpart F
(Complete the information below and check the appropriate box)

We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] _____ for Fiscal Year ending [enter date] _____. There were no findings related to federal awards from SPOKANE COUNTY/ Washington State Military Department. No follow-up action is required by SPOKANE COUNTY as the pass-through entity.

A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to the SPOKANE COUNTY Office of Financial Assistance, is enclosed or is available online at: http://www:_____

We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] _____ for Fiscal Year ending [enter date] _____. There were findings related to federal awards.

A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to the SPOKANE COUNTY Office of Financial Assistance, is enclosed or is available online at: http://www:_____

Our completed 2 CFR Part 200 Subpart F Audit will be available on [enter date] _____ for Fiscal Year ending [enter date] _____. We will forward a copy of the audit report to SPOKANE COUNTY Office of Financial Assistance at that time to provide the state auditor report number: _____.

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

Signature of Authorized Financial Official: _____ Date: _____

Print Name & Title: _____

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME		Doing business as (DBA)	
ADDRESS	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #:
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 Transaction

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: _____