

**Washington State Military Department  
GRANT AGREEMENT FACE SHEET**

A-2016-28

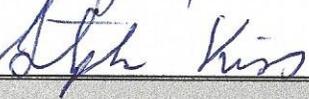
1. Sub-Grantee Name and Address: <b>Pend Oreille County Post Office Box 5035 Newport, Washington 99156-5035</b>		2. Grant Agreement Amount: <b>Federal \$8,000</b>		3. Grant Agreement Number: <b>E16-166</b>	
4. Sub-Grantee's Contact, phone/email: <b>JoAnn Boggs, 509.447.3731 jboggs@pendoreille.org</b>		5. Grant Agreement Start Date: <b>September 30, 2014</b>		6. Grant Agreement End Date: <b>September 30, 2016</b>	
7. Department Program Coordinator, phone/email: <b>Deborah Henderson, 253.512.7470 Deborah.henderson@mil.wa.gov</b>		8. Data Universal Numbering System (DUNS #): <b>140779146</b>		9. UBI # (state revenue): <b>264-000-801</b>	
10. Funding Authority: <b>Washington State Military Department (Department) and U. S. Department of Transportation (USDOT)</b>					
11. Funding Source Agreement #: <b>HM-HMP-0431-14-01-00</b>		12. Program Index # & OBJ/SUB-OJ <b>75352 NZ</b>	13. CFDA # and Title: <b>20.703 HMEP</b>		14. TIN or SSN: <b>91-6001357</b>
15. Service Districts: (BY LEG DIST): <b>7</b> (BY CONG DIST): <b>5</b>		16. Service Area by County(ies): <b>Pend Oreille County</b>		17. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
18. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other			19. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
20. Sub-Grantee Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO			21. Sub-Grantee Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER		
22. BRIEF DESCRIPTION: <b>U.S. Department of Transportation (USDOT) Hazardous Materials Emergency Preparedness (HMEP) Grant funds are used to develop, improve, and implement emergency plans; train public sector hazardous material emergency response employees to respond to accidents and incidents involving hazardous materials in transportation; determine flow patterns of hazardous materials and determine the need within the state for regional hazardous materials emergency response teams. This Grant Agreement succeeds Grant Agreement E15-217 which expired before the sub-grantee was able to complete the project and extends the Agreement end date for the purpose of using remaining funds to complete the project.</b>					
IN WITNESS WHEREOF, the Department and Sub-Grantee acknowledge and accept the terms of this Grant Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Grant Agreement as of the date and year written below. This Grant Agreement Face Sheet; Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Statement of Work (Exhibit C); Milestone Timeline (Exhibit D); Budget (Exhibit E); FFATA Worksheet (Attachment 1); A-133 Audit Certification (Attachment 2); USDOT Award Document (Attachment 3); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Grant Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) <b>Applicable Federal and State Statutes and Regulations</b> (b) <b>Statement of Work</b> (c) <b>Special Terms and Conditions</b> (d) <b>General Terms and Conditions, and if attached,</b> (e) <b>any other provisions of the grant agreement incorporated by reference.</b>					
WHEREAS, the parties hereto have executed this grant agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUB-GRANTEE:		
_____ Signature Richard A. Woodruff, Contracts Officer Washington State Military Department			_____ <i>Mike Manus</i> Signature Mike Manus, Chairperson County Commissioners Pend Oreille County		
Date			Date		
BOILERPLATE APPROVED AS TO FORM: Brian E. Buchholz (signature on file 1/7/2015) Assistant Attorney General			APPROVED AS TO FORM (if applicable): _____ Applicant's Legal Review Date		

# SIGNATURE AUTHORIZATION FORM

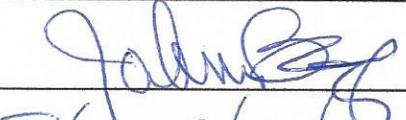
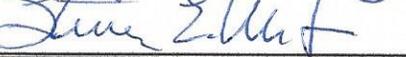
WASHINGTON STATE MILITARY DEPARTMENT  
Camp Murray, Washington 98430-5122

*Please read instructions on reverse side before completing this form.*

NAME OF ORGANIZATION Pend Oreille County Department of Emergency Management	DATE SUBMITTED May 2, 2016
PROJECT DESCRIPTION HMEP USDOT FY 14 Replaces Grant E15-217	CONTRACT NUMBER E16-166

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
	Steven Kiss	Member BOCC 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
	Steven Kiss	Member BOCC 12/31/16

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

## INSTRUCTIONS FOR SIGNATURE AUTHORIZATION FORM

This form identifies the persons who have the authority to sign contracts, amendments, and requests for reimbursement. It is required for the management of your contract with the Military Department (MD). Please complete all sections. One copy with original signatures is to be sent to MD with the signed contract, and the other should be kept with your copy of the contract.

When a request for reimbursement is received, the signature is checked to verify that it matches the signature on file. **The payment can be delayed if the request is presented without the proper signature.** It is important that the signatures in MD's files are current. Changes in staffing or responsibilities will require a new signature authorization form.

1. **Authorizing Authority.** Generally, the person(s) signing in this box heads the governing body of the organization, such as the board chair or mayor. In some cases, the chief executive officer may have been delegated this authority.
2. **Authorized to Sign Contracts/Contract Amendments.** The person(s) with this authority should sign in this space. Usually, it is the county commissioner, mayor, executive director, city clerk, etc.
3. **Authorized to Sign Requests for Reimbursement.** Often the executive director, city clerk, treasurer, or administrative assistant have this authority. It is advisable to have more than one person authorized to sign reimbursement requests. **This will help prevent delays in processing a request if one person is temporarily unavailable.**

If you have any questions regarding this form or to request new forms, please call your MD Program Manager.

**WASHINGTON STATE MILITARY DEPARTMENT  
SPECIAL TERMS AND CONDITIONS**

**ARTICLE I -- COMPENSATION SCHEDULE:**

This is a fixed price, reimbursement grant agreement. Within the total grant agreement amount, travel, subcontracts, salaries and wages, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this grant agreement. Any travel or subsistence reimbursement allowed under the grant agreement shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended and in agreement with federal rates. Receipts and/or backup documentation for any approved budget line items including travel related expenses that are authorized under this grant agreement must be maintained by the Sub-Grantee and be made available upon request by the Department.

Some flexibility to shift funds between/among budget categories is allowed as follows: Changes to the budget in excess of 10% will not be reimbursed without the prior written authorization of the Department. Budget categories are as specified or defined in the budget sheet of the grant agreement.

**ARTICLE II -- REPORTS:**

In addition to the reports as may be required elsewhere in this Grant Agreement, the Sub-Grantee shall prepare and submit the following reports or documents as indicated in Exhibit D Milestone Timeline:

**ARTICLE III -- KEY PERSONNEL:**

The individuals listed below shall be considered Key Personnel. Only the Key Personnel listed below, or their properly authorized substitutes, shall submit reports, A-19s and other deliverables required under this Agreement. All communications between the Parties regarding contract management of this Agreement shall be conducted between the Sub-grantee's Key Personnel and the Department's Key Personnel.

<b>SUB-GRANTEE:</b>		<b>MILITARY DEPARTMENT:</b>	
Name:	<b>JoAnn Boggs</b>	Name:	<b>Charma Anderson</b>
Title:	Emergency Management Director	Title:	Section Supervisor
Email:	jboggs@pendoreille.org	Email:	Charma.Anderson@mil.wa.gov
Phone:	509.447.3731	Phone:	253.512.7064
Name:	<b>Steve West</b>	Name:	<b>Deborah Henderson</b>
Title:	Coordinator	Title:	Program Coordinator
Email:	swest@pendoreille.org	Email:	Deborah.henderson@mil.wa.gov
Phone:	509.447.3731	Phone:	253.512.7470

**ARTICLE IV -- ADMINISTRATIVE AND FINANCIAL REQUIREMENTS:**

The Sub-grantee shall comply with all applicable state and federal laws, rules and regulations, including but not limited to the following:

1. The Sub-Grantee shall comply with 49 CFR 18, as amended, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; 2 CFR 225, as amended, Cost Principles for State, Local, and Indian Tribal Governments; and OMB A-102, as amended, Grants and Cooperative Agreements with State and Local Governments.

2. The Sub-grantee shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department Attachment #1 attached to and made a part of this Agreement.

#### ARTICLE V – SUB-GRANTEE MONITORING

1. The Department will monitor the activities of the Sub-grantee from award to closeout. The goal of the Department'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 or OMB Circular A-133, as amended, Audits of States, Local Governments and Non-Profit Organizations. As a subrecipient of federal financial assistance under 2 CFR Part 200 Subpart F/Circular A-133, as amended, the Sub-grantee shall complete and return to the Department Attachment #2 "2 CFR Part 200 Subpart F/OMB Circular A-133 Audit Certification Form" with the signed Grant Agreement and each fiscal year thereafter until the Grant Agreement is closed, which Form is incorporated in and made a part of this Agreement.
2. Monitoring activities may include, but are not limited to:
  - a. review of performance reports;
  - b. monitoring and documentation the completion of Grant Agreement deliverables;
  - c. documentation of phone calls, meetings, e-mails and correspondence;
  - d. review of reimbursement requests and supporting documentation to ensure allowability and consistency with Grant Agreement budget and federal requirements;
  - e. observation and documentation of Grant Agreement related activities, such as exercises, training, funded events and equipment demonstrations;
  - f. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
3. As a sub-recipient of federal funds, the Sub-grantee is required to meet or exceed the monitoring activities, as outlined above, for all sub-contractors, consultants, and sub-recipients who receive pass-through funding from this Agreement.

#### ARTICLE VI – ADDITIONAL SPECIAL CONDITIONS AND MODIFICATION TO GENERAL CONDITIONS:

1. Funds are provided by the U.S. Department of Transportation (USDOT) solely for the purpose of supporting hazardous materials management preparedness, mitigation, response and recovery planning programs, training and exercises as provided by the USDOT **Hazardous Materials Emergency Preparedness (HMEP)** grant to the Department, which is incorporated herein and attached here to as Attachment 3. The Sub-grantee is a sub-recipient of such grant funds, and by its terms all requirements of that grant applicable to the Department are also applicable to the Sub-grantee as a sub-recipient of the grant.
2. This grant agreement is contingent upon the receipt of federal funds awarded for this purpose. The Sub-Grantee shall use the funds to perform tasks as described in the Statement of Work and Budget, as approved by the Department.
3. The Sub-Grantee shall provide a match of 20% non-federal origin. Said match may be in the form of goods, services, and in-kind services.
4. Sub-Grantee acknowledges that since this grant agreement involves federal funding, the period of performance described herein will likely begin prior to the availability of appropriated federal funds. Sub-Grantee agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this grant agreement prior to distribution of appropriated federal funds.

Sub-Grantee agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement or any type of payment if federal funds are not appropriated or are not appropriated in a particular amount.

5. As a recipient of federal financial assistance under this Agreement, the Sub-grantee shall comply with all applicable state and federal statutes, regulations, executive orders, and guidelines, including but not limited to the following:
- a. All applicable state and federal statutes, regulations, executive orders and guidelines relating to nondiscrimination, including but not limited to the following: (a) 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) 49 CFR 21 Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964; (c) 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; (d) Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§1681 et seq.), which prohibits discrimination on the basis of sex; (e) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794), which prohibits discrimination on the basis of disability; (f) the Age Discrimination Act of 1975, as amended (42 U.S.C §§6101 et seq.), which prohibits discrimination on the basis of age; (g) the Fair Housing Amendments Act of 1988, as amended (42 U.S.C. §§3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (h) the Americans with Disabilities Act, as amended (42 U.S.C. §§ 12101-12213) which prohibits discrimination on the basis of disability; and (i) Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency.
  - b. 49 CFR 32 Government wide Requirements for Drug-Free Workplace (Financial Assistance) which implements the requirements of the Drug-Free Workplace Act of 1988, as amended (41 U.S.C. 701 et seq.).
  - c. 49 CFR 110, Hazardous Materials Public Sector Training and Planning Grants 49 CFR 110.
  - d. 49 CFR 20, New Restrictions on Lobbying.
  - e. 49 CFR 1200, Nonprocurement Suspension and Debarment, which generally prohibits entities that have been debarred, suspended, or voluntarily excluded from participating in federal non-procurement transactions either through primary or lower-tier covered transactions. The Sub-grantee must comply with subpart C of the OMB guidelines in 2 CFR 180, as supplemented by 2 CFR 1200.
6. Title to equipment purchased or fabricated under this grant vests in the Sub-grantee upon acquisition except that the Department reserves the right to require the Sub-grantee to transfer title to items of equipment to the federal government or a third party named by the Department, when such a third party is otherwise eligible under existing statutes. Such transfers are subject to the standards contained in 49 CFR 18.32.

## WASHINGTON STATE MILITARY DEPARTMENT GENERAL TERMS AND CONDITIONS

### A.1 DEFINITIONS

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

- a. "**Department**" means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department.
- b. "**Sub-grantee/Sub-recipient**" means the government or other eligible legal entity to which a sub-grant is awarded and which is accountable to the Grantee for the use of the funds provided under this Grant Agreement, and includes all employees of the Sub-grantee and any sub-contractor retained by the Sub-grantee as permitted under the terms of this Grant Agreement. The term "Sub-grantee/Sub-recipient" and "Contractor" may be used interchangeably in this Agreement.
- c. "**Sub-grantee Agent**" means the official representative and alternate designated or appointed by the Sub-grantee in writing and authorized to make decisions on behalf of the Sub-grantee.
- d. "**Grantee**" means the government to which a grant is awarded and which is accountable for the use of the funds provided. The Grantee is an entire legal entity even if only a particular component of the entity is designated in the grant award document. For the purpose of this Grant Agreement, the state of Washington is the Grantee. The Grantee and the DEPARTMENT are one and the same.
- e. "**Monitoring Activities**" means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, authorities and policies.
- f. "**PL**" – is defined and used herein to mean the Public Law.
- g. "**CFR**" – is defined and used herein to mean the Code of Federal Regulations.
- h. "**OMB**" – is defined and used herein to mean the Office of Management and Budget.
- i. "**WAC**" – is defined and used herein to mean the Washington Administrative Code.
- j. "**RCW**" – is defined and used herein to mean the Revised Code of Washington.

### A.2 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

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, as amended, or Office of Management and Budget (OMB) Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations (amended June 27, 2003, effective for fiscal years ending after December 31, 2003, and further amended June 26, 2007), as applicable. 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/Circular A-133. As defined in 2 CFR Part 200/Circular A-133, 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.

SUB-GRANTEES that qualify as subrecipients required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The SUB-GRANTEE has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F/Circular A-133, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F/Circular A-133, as amended.

The SUB-GRANTEE shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records.

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

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

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

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

If SUB-GRANTEE claims it is exempt from the audit requirements of 2 CFR Part 200/Circular A-133, SUB-GRANTEE must send a letter identifying this Grant Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the SUB-GRANTEE fiscal year(s) to:

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

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

The SUB-GRANTEE shall include the above audit requirements in any sub-contracts.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200/Circular A-133 is a material requirement of this Grant Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200/Circular A-133, the SUB-GRANTEES failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200/Circular A-133; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.3 ADVANCE PAYMENTS PROHIBITED

The DEPARTMENT shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. SUB-GRANTEE shall not invoice the D in advance of delivery and invoicing of such goods or services.

A.4 AMENDMENTS AND MODIFICATIONS

The SUB-GRANTEE or the DEPARTMENT may request, in writing, an amendment or modification of this Grant 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 the DEPARTMENT and the SUB-GRANTEE. No other understandings or agreements, written or oral, shall be binding on the parties.

A.5 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 SUB-GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

A.6 ASSURANCES

DEPARTMENT and SUB-GRANTEE agree that all activity pursuant to this Grant Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Grant Agreement, the SUB-GRANTEE certifies that the SUB-GRANTEE is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Grant Agreement by any federal department or agency.

If requested by the DEPARTMENT, the SUB-GRANTEE shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the SUB-GRANTEE for this Grant Agreement shall be incorporated into this Grant Agreement by reference.

Further, the SUB-GRANTEE agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The SUB-GRANTEE 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 sub-awards to sub-recipients for any amount. With respect to covered transactions, the SUB-GRANTEE may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The SUB-GRANTEE 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/Awarding\\_Agencies/DebarredContractors/](http://www.lni.wa.gov/TradesLicensing/PrevWage/Awarding_Agencies/DebarredContractors/)). The SUB-GRANTEE also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' Debarred Vendor List (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

#### A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 10 CFR Part 601, the SUB-GRANTEE 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 the Sub-grantee 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 Grant Agreement, grant, loan, or cooperative agreement, the Sub-grantee will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Sub-grantee 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 sub-recipients 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.

#### A.9 CONFLICT OF INTEREST

No officer or employee of the DEPARTMENT; no member, officer, or employee of the SUB-GRANTEE or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the SUB-GRANTEE who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Grant Agreement.

The SUB-GRANTEE shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

#### A.10 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The SUB-GRANTEE and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), the Robert T. Stafford Disaster Relief and

Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of the SUB-GRANTEE's or its contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the DEPARTMENT may rescind, cancel, or terminate the Grant Agreement in whole or in part in its sole discretion. The SUB-GRANTEE is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order, OMB Circular or policy.

A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the DEPARTMENT for any purpose not directly connected with the administration of the DEPARTMENT's or the SUB-GRANTEE's responsibilities with respect to services provided under this Grant Agreement is prohibited except by prior written consent of the DEPARTMENT or as required to comply with the state Public Records Act, other law or court order.

A.12 DISPUTES

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 board 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 the Department, a representative appointed by the Contractor 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.

A.13 LEGAL RELATIONS

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

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

To the extent allowed by law, the SUB-GRANTEE further agrees to defend the DEPARTMENT and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Grant Agreement.

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

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the DEPARTMENT's Authorized Signature and the Authorized Signature of the assigned SUB-GRANTEE Agent or Alternate for the SUB-GRANTEE Agent, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant Agreement.

Any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives.

Further, only the Authorized Signature representative or Alternate for the SUB-GRANTEE shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 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, the 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 the SUB-GRANTEE 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 the DEPARTMENT has no obligation to do so.

A.16 NONASSIGNABILITY

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

A.17 NONDISCRIMINATION

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

A.18 NOTICES

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

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/ HEALTH ACT (OSHA/WISHA)

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

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

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

A.21 POLITICAL ACTIVITY

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

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

A.23 PUBLICITY

The SUB-GRANTEE agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Grant Agreement wherein the DEPARTMENT's name is mentioned or language used from which the connection of the DEPARTMENT's name may, in the DEPARTMENT's judgment, be inferred or implied. The SUB-GRANTEE agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUB-GRANTEE may copyright original work it develops in the course of or under this Grant Agreement; however, pursuant to 49 CFR 18.34, USDOT reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

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

A.24 RECAPTURE PROVISION

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

A.25 RECORDS

- a. The SUB-GRANTEE agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the SUB-GRANTEE's contracts, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Grant Agreement (the "records").
- b. The SUB-GRANTEE's records related to this Grant Agreement and the projects funded may be inspected and audited by the DEPARTMENT or its designee, by the Office of the State Auditor, USDOT 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 the SUB-GRANTEE with the terms of this Grant Agreement and to determine the appropriate level of funding to be paid under the Grant Agreement.
- c. The records shall be made available by the SUB-GRANTEE for such inspection and audit, together with suitable space for such purpose, at any and all times during the SUB-GRANTEE's normal working day.
- d. The SUB-GRANTEE shall retain and allow access to all records related to this Grant Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Grant Agreement.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the DEPARTMENT undertakes to assist the SUB-GRANTEE with the project/statement of work/work plan (project) by providing grant funds pursuant to this Grant Agreement, the project itself remains the sole responsibility of the SUB-GRANTEE. The DEPARTMENT undertakes no responsibility to the SUB-GRANTEE, or to any third party, other than as is expressly set out in this Grant Agreement.

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

Prior to the start of any construction activity, the SUB-GRANTEE shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to USDOT compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

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

#### A.27 SEVERABILITY

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

#### A.28 SUB-CONTRACTING

The SUB-GRANTEE shall use a competitive procurement process in the 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 49 CFR Part 18, as amended, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, or with OMB Circular A-110, as amended, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable to the SUB-GRANTEE.

Sub-Grantees must comply with the following provisions regarding procurement, and all Sub-Grantee contracts with sub-contractors or sub-recipients must contain the following provisions regarding procurement, per 49 CFR Part 18.36(i):

1. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (All contracts more than the simplified acquisition threshold).
2. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).
3. 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).
4. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair).
5. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and sub-grantees when required by Federal grant program legislation).
6. 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). (Construction contracts awarded by grantees and sub-grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
7. Notice of awarding agency requirements and regulations pertaining to reporting.

8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
10. Access by the grantee, the sub-grantee, the Federal grantor 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.
11. Retention of all required records for six years after grantees or sub-grantees make final payments and all other pending matters are closed.
12. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (All contracts, sub-contracts, and sub-grants of amounts in excess of \$100,000).
13. 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).

The DEPARTMENT reserves the right to review the Sub-Grantee procurement plans and documents, and require the Sub-Grantee to make changes to bring its plans and documents into compliance with the requirements of 49 CFR Part 18.36. The Sub-Grantee 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 both the Sub-Grantee and DEPARTMENT to make a determination on eligibility of project costs.

All sub-contracting agreements entered into pursuant to this Grant Agreement shall incorporate this Grant Agreement by reference.

#### A.29 SUB-GRANTEE NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The SUB-GRANTEE, and/or employees or agents performing under this Grant Agreement are not employees or agents of the DEPARTMENT in any manner whatsoever. The SUB-GRANTEE will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Grant Agreement, nor will the SUB-GRANTEE make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DEPARTMENT or of the State of Washington by reason of this Grant Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the SUB-GRANTEE is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Grant Agreement.

#### A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Grant Agreement, the SUB-GRANTEE 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 the SUB-GRANTEE or its staff required by statute or regulation that are applicable to Grant Agreement performance.

#### A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Grant Agreement, the SUB-GRANTEE may terminate this Grant Agreement by providing written notice of such termination to the DEPARTMENTS's Key Personnel identified in the Grant Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

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

#### A.32 TERMINATION OR SUSPENSION FOR CAUSE

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

The DEPARTMENT may notify the SUB-GRANTEE in writing of the need to take corrective action and provide a period of time in which to cure. The DEPARTMENT is not required to allow the SUBGRANTEE an opportunity to cure if it is not feasible as determined solely within the DEPARTMENT's discretion. Any time allowed for cure shall not diminish or eliminate the SUB-GRANTEE's liability for damages or otherwise affect any other remedies available to the DEPARTMENT. If the DEPARTMENT allows the SUB-GRANTEE an opportunity to cure, the DEPARTMENT shall notify the SUB-GRANTEE 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 the DEPARTMENT, or if such corrective action is deemed by the DEPARTMENT to be insufficient, the Grant Agreement may be terminated in whole or in part.

The DEPARTMENT reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the SUB-GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the SUB-GRANTEE, if allowed, or pending a decision by the DEPARTMENT to terminate the Grant Agreement in whole or in part.

In the event of termination, the SUB-GRANTEE shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the DEPARTMENT 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 the SUB-GRANTEE: (1) was not in default or material breach, or (2) failure to perform was outside of the SUB-GRANTEE's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

#### A.33 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the DEPARTMENT terminates this Grant Agreement, the SUB-GRANTEE shall follow any procedures specified in the termination notice. Upon termination of this Grant Agreement and in addition to any other rights provided in this Grant Agreement, the DEPARTMENT may require the SUB-GRANTEE to deliver to the DEPARTMENT any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated.

If the termination is for convenience, the DEPARTMENT shall pay to the SUB-GRANTEE the agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the DEPARTMENT prior to the effective date of Grant Agreement

termination, and the amount agreed upon by the SUB-GRANTEE and the DEPARTMENT for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the DEPARTMENT, (iii) other work, services and/or equipment or supplies which are accepted by the DEPARTMENT, 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 Grant Agreement. If the termination is for cause, the DEPARTMENT shall determine the extent of the liability of the DEPARTMENT. The DEPARTMENT shall have no other obligation to the SUB-GRANTEE for termination. The DEPARTMENT may withhold from any amounts due the SUB-GRANTEE such sum as the DEPARTMENT determines to be necessary to protect the DEPARTMENT against potential loss or liability.

The rights and remedies of the DEPARTMENT provided in this Grant 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 the DEPARTMENT in writing, the SUB-GRANTEE shall:

- a. Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Grant Agreement except as may be necessary for completion of such portion of the work under the Grant Agreement as is not terminated;
- c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUB-GRANTEE under the orders and sub-contracts so terminated, in which case the DEPARTMENT 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 the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the DEPARTMENT any property which, if the Grant Agreement had been completed, would have been required to be furnished to the DEPARTMENT;
- f. Complete performance of such part of the work as shall not have been terminated by the DEPARTMENT in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the DEPARTMENT may require, for the protection and preservation of the property related to this Grant Agreement which is in the possession of the SUB-GRANTEE and in which the DEPARTMENT has or may acquire an interest.

#### A.34 TRAVEL AND SUBSISTENCE REIMBURSEMENT

Unless the Grant Agreement specifically provides for different rates, any travel or subsistence reimbursement allowed under the Agreement shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The SUB-GRANTEE may be required to provide to the Department copies of receipts for any travel related expenses other than meals and mileage (example: parking) that are authorized under this Agreement.

#### A.35 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

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

#### A.36 WAIVERS

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

A.37 VENUE

This Grant 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 Grant Agreement shall be the Superior Court of Thurston County, Washington. The SUB-GRANTEE, by execution of this Grant Agreement acknowledges the jurisdiction of the courts of the State of Washington.

AAG Approved GT&C 1/7/2015

**STATEMENT OF WORK  
HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT  
(Federal Fiscal Year 2014)**

**INTRODUCTION:** The Washington State Military Department, Emergency Management Division, through its United States Department of Transportation (USDOT) Hazardous Materials Emergency Preparedness (HMEP) Grant, provides funds to increase state, territorial, tribal, and local effectiveness in safely and efficiently handling hazardous materials accidents and incidents, enhance implementation of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA), and encourage a comprehensive approach to emergency training and planning by incorporating the unique challenges of responses to transportation situations. The year 14HMEP grant (HMEP #75352) is providing funds to the sub-grantee to accomplish the following activities:

TASK/ACTIVITY#1	Conduct Monthly Local Emergency Planning Committee Meetings to conduct Exercise Planning Meetings and review the Hazardous Materials Plans concerning various Hazardous Materials that are shipped by Rail and on the roadways throughout the County.
WHO	Local, Regional, State, Tribal, Federal Partners and Private Industry will attend the LEPC meetings and also subcommittee planning meetings.
WHAT	Review update and Improve Emergency Response Plans and Emergency Support Function 10. Improve interagency interoperability to better respond and mitigate hazmat incidents and provide information about chemicals to the community.
WHERE	Bring all partners together for planning.
HOW MANY	Approximately 30 to 40 at each LEPC meeting.
TASK/ACTIVITY#2	Functional day Planning Exercise that will review Hazardous Materials Plans concerning various hazardous materials that are shipped by Rail and on the roadways throughout the County.
WHO	Local, Regional, State, Tribal, Private Industry and our Federal Partners.
WHAT	Hazard Materials Functional Planning Exercise to focus on Ponderay Newsprint Company, the Pend Oreille Valley Rail Road, and hazardous chemicals that go by rail to those facilities in Mid Pend Oreille County. This will enhance and improve interagency interoperability and emergency plans to better respond and mitigate hazmat incidents to include hazard analysis, as well as response procedures.
WHY	Review and update Local, State, Tribal, Regional, Private Industry and Federal plans and identify communications gaps so that ESF 10 can be updated and improved for all agency response plans as well as giving response agencies the capabilities to test their individual response plans.
WHERE	CAMAS Center Kalispel Tribe
HOW MANY	40-75 attendees will be involved in the one full day Functional Exercise. Estimated 40 people 8 Hour 320 Hr@25/Hr. \$8000

<b>TASK/ACTIVITY#3</b>	Washington State LEPC/Tribal Training/Planning Conference
<b>WHO</b>	LEPC Chair, Emergency Manager and 2 Tribal Representatives
<b>WHAT</b>	Washington State LEPC/Tribal Training/Planning Conference
<b>WHY</b>	Training and Education
<b>WHERE</b>	Chelan, Washington
<b>HOW MANY</b>	4

<b>TASK/ACTIVITY#4</b>	Training
<b>WHO</b>	LEPC Members and First Responders
<b>WHAT</b>	Training pertaining to Hazardous Chemicals to be used for the Functional Exercise
<b>WHY</b>	Training of LEPC Members and First Responders
<b>WHERE</b>	Pend Oreille County, Washington
<b>HOW MANY</b>	Unknown

**Grant Performance Period September 30, 2014 through September 30, 2016**

**MATCH COMPUTATION:**

Applicants must be able to demonstrate their contribution of a 20 percent minimum in-kind or cash contribution match based on total project cost.

**AGREEMENTS:**

The Sub-Grantee agrees to provide reports as required by the Department.

The Department agrees to provide standardized forms for reimbursements and report submission.

**MILESTONE TIMELINE  
HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT  
(Federal Fiscal Year 2014)**

Date	Task
September 30, 2014	Grant Agreement Start Date
July 31, 2016	Submit reimbursement request and reports as applicable
September 30, 2016	Grant Agreement End Date
November 15, 2016	Submit Final Reimbursement Request, reports, and/or deliverables

**BUDGET**  
**HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT**  
**(Federal Fiscal Year 2014)**

ITEM DESCRIPTION	MATCH	FEDERAL	TOTAL COST
Salary/Benefits	MATCH	FEDERAL	TOTAL COST
Consultants/Contractors	\$11,570.62	\$2,811.25	\$14,381.87
Goods and Services	\$0	\$2,500.00	\$2,500.00
Travel/Per Diem	\$0	\$1,868.25	\$1,868.25
Equipment	\$0	\$820.50	\$820.50
Indirect (rate %)	\$0	\$0	\$0
<b>TOTAL PROJECT COST</b>	<b>\$11,570.62</b>	<b>\$8,000.00</b>	<b>\$19,570.62</b>

- Cumulative transfers between budget categories in excess of 10% of the grant agreement amount will not be reimbursed without prior written authorization from the Department.

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

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

**ADDITIONAL PROVISIONS**

- A. This contract (subaward) is supported by federal funds, requiring compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act) and Office of Management and Budget Guidance (OMB). Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note). By entering into this contract, contractor agrees to provide all applicable reporting information to the Washington Military Department (WMD) required by FFATA and OMB Guidance.
- B. The FFATA requires the OMB to establish a publicly available online database (USASpending.gov) containing information about entities that are awarded Federal grants, loans, and contracts. As required by FFATA and OMB Guidance, certain information on the first-tier subawards related to Federal contracts and grants, and the executive compensation of awardees, must be made publicly available.
- C. For new Federal grants beginning October 1, 2010, if the initial subaward is equal to or greater than \$25,000, reporting of the subaward and executive compensation information is required. If the initial subaward is below \$25,000 but subsequent grant modifications result in a total subaward equal to or over \$25,000, the subaward will be subject to the reporting requirements as of the date the subaward exceeds \$25,000. If the initial subaward equals or exceeds \$25,000 but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the subaward continues to be subject to the reporting requirements of the Transparency Act and OMB Guidance.
- D. As a Federal grant subawardee under this contract, your organization is required by FFATA, OMB Guidance and this contract to provide the WMD, as the prime grant awardee, all information required for FFATA compliant reporting by WMD. This includes all applicable subawardee entity information required by FFATA and OMB Guidance, subawardee DUNS number, and relevant executive compensation data, as applicable.
  1. Data about your organization will be provided to USASpending.gov by the WMD. System for Award Management (SAM) is a government wide registration system for organizations that do business with the Federal Government. SAM stores information about awardees including financial account information for payment purposes and a link to D&B for maintaining current DUNS information, [www.sam.gov](http://www.sam.gov). WMD requires SAM registration and annual renewal by your organization to minimize unnecessary data entry and re-entry required by both WMD and your organization. It will also reduce the potential of inconsistent or inaccurate data entry.
  2. Your organization must have a Data Universal Numbering System (DUNS) number obtained from the firm Dun and Bradstreet (D&B) ([www.dnb.com](http://www.dnb.com)). A DUNS number provides a method to verify data about your organization. D&B is responsible for maintaining unique identifiers and organizational linkages on behalf of the Federal Government for organizations receiving Federal assistance.
- E. The WMD, as the prime awardee, is required by FFATA to report names and total compensation of the five (5) most highly compensated officers of your organization (as the subawardee) if:
  1. Your organization (the subawardee), in the preceding fiscal year, received 80 percent or more of its annual gross revenues from Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards; and

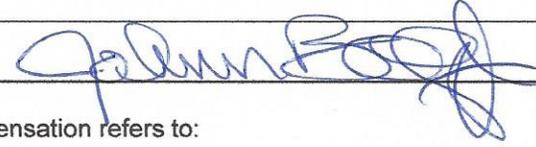
2. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

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

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

**FFATA FORM**

Subrecipient Agency: Pend Oreille County				
Grant and Year: 14 HMEP		Agreement Number: E16-166		
Completed by:	JoAnn Boggs	DEM Deputy Director	509 447-3731	
	<i>Name</i>	<i>Title</i>	<i>Telephone</i>	
Date Completed: April 29, 2016				
<b>STEP 1</b>				
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input checked="" type="checkbox"/>	GO to Step 2
<b>STEP 2</b>				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input checked="" type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
<b>STEP 3</b>				
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/>	GO to STEP 4	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
<b>STEP 4</b>				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/>	GO to STEP 5
<b>STEP 5</b>				
Executive #1	Name: _____			
	Total Compensation amount: \$ _____			
Executive #2	Name: _____			
	Total Compensation amount: \$ _____			
Executive #3	Name: _____			
	Total Compensation amount: \$ _____			
Executive #4	Name: _____			
	Total Compensation amount: \$ _____			
Executive #5	Name: _____			
	Total Compensation amount: \$ _____			
<b>STEP 6</b>				
If your organization does not meet these criteria, specifically identify below <b>each</b> criteria that is not met for your organization: For Example: "Our organization received less than \$25,000."				
Our Organization received less than 25,000				

Signature: 

Date: April 29, 2016

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

## 2 CFR Part 200 Subpart F/OMB Circular A-133 Audit Certification Form

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

Contact Information	
Subrecipient (Sub-Grantee) Name (Agency, Local Government, or Organization):	Pend Oreille County
Authorized Chief Financial Officer (central accounting office):	Jill Shacklett
Address:	PO Box 5015 Newport, WA 99156
Email:	jshacklett@pendoreille.org
Phone #:	(509) 447- <del>477</del> 6470

**Purpose:** As a pass-through entity of federal grant funds, the Washington Military Department/Emergency Management Division (WMD/EMD) is required by Office of Management and Budget (OMB) Circular A-133 to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and verify that subrecipients expending \$750,000 or more in federal awards during their fiscal year have met the 2 CFR Part 200 Subpart F/OMB Circular A-133 Audit Requirements, as applicable. Your entity is a subrecipient subject to such monitoring by MIL/EMD because it is a non-federal entity that expends federal grant funds received from MIL/EMD as a pass-through entity to carry out a federal program. 2 CFR Part 200/OMB Circular A-133 should be consulted when completing this form.

**Directions:** As required by 2 CFR Part 200/OMB Circular A-133, 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 your 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 contract and every fiscal year thereafter until the grant agreement contract is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

#### SECTION A: Entities NOT subject to the audit requirements of 2 CFR Part 200/OMB Circular A-133

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

- We did not expend \$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 WMD/EMD may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

#### SECTION B: Entities that ARE subject to the audit requirements of 2 CFR Part 200/OMB Circular A-133

(Complete the information below and check the appropriate box)

- We completed our last 2 CFR Part 200 Subpart F/A-133 Audit on [enter date] 5/29/15 for Fiscal Year ending [enter date] 2014. There were no findings related to federal awards from WMD/EMD. No follow-up action is required by WMD/EMD as the pass-through entity.

**A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to [contracts.office@mil.wa.gov](mailto:contracts.office@mil.wa.gov) or provide the state auditor report number: 1015204.**

- We completed our last 2 CFR Part 200 Subpart F/A-133 Audit on [enter date] \_\_\_\_\_ for Fiscal Year ending [enter date] \_\_\_\_\_. There were findings related to federal awards.

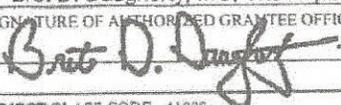
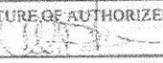
**A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to [contracts.office@mil.wa.gov](mailto:contracts.office@mil.wa.gov) or provide the state auditor report number: \_\_\_\_\_.**

- Our completed 2 CFR Part 200 Subpart F/A-133 Audit will be available on \_\_\_\_\_ [enter date] for Fiscal Year ending \_\_\_\_\_ [enter date]. We will provide electronic copy of the audit report to [contracts.office@mil.wa.gov](mailto:contracts.office@mil.wa.gov) at that time or 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 MIL/EMD until the grant agreement contract is closed.

Signature of Authorized Chief Financial Officer: Jill Shacklett for Marianne Nichols Date: 4/29/16  
 Print Name & Title: Marianne Nichols, Auditor - Jill Shacklett, Chief Deputy Auditor

WMD Form 1009-13, 8/19/2013

 <p><b>U.S. Department of Transportation</b> <b>Pipeline and Hazardous Materials Safety Administration</b></p>		<h2>Grant Agreement</h2>	
<b>1. RECIPIENT NAME AND ADDRESS</b> Washington Military Department, Emergency Management Division Building 20, MS 7A-20 Camp Murray Tacoma, WA 98430-5122		<b>2. AGREEMENT NUMBER:</b> HM-HMP-0431-14-01-00	<b>3. AMENDMENT NO.:</b> 0
		<b>4. PROJECT PERFORMANCE PERIOD:</b> FROM 09/30/2014 TO 09/30/2015	
		<b>5. FEDERAL FUNDING PERIOD:</b> FROM 09/30/2014 TO 09/30/2015	
<b>1A. IRS/VENDOR NO.:</b> 916601095	<b>6. ACTION:</b> New		
<b>1B. DUNS NO.:</b> 808883383	<b>FUNDING</b>		<b>TOTAL</b>
<b>7. CFDA#:</b> 20.703	<b>9. TOTAL FEDERAL AMOUNT OF THIS AGREEMENT</b>		325,748.31
<b>8. PROJECT TITLE</b> Washington State Military Department, Emergency Management Division, HMEP Program	<b>10. TOTAL MATCHING AMOUNT OF THIS AGREEMENT</b>		138,645.72
	<b>11. TOTAL AMOUNT OF THIS AGREEMENT</b>		464,394.03
<b>12. GRANTEE PROGRAM MANAGER</b> Mr. Robert Ezelle	<b>12A. GRANTEE PROGRAM MANAGER EMAIL:</b> robert.ezelle@mil.wa.gov		
	<b>12B. GRANTEE PROGRAM MANAGER PHONE NUMBER:</b> 253-512-7901		
<b>12C. GRANTEE PROGRAM MANAGER ADDRESS</b> Bldg 20 Camp Murray Tacoma, WA 98430-5122			
<b>13. GRANT PROGRAM OFFICER</b> Lisa O'Donnell	<b>13A. GRANT PROGRAM OFFICER EMAIL:</b> lisa.o'donnell@dot.gov		
	<b>13B. GRANT PROGRAM OFFICER PHONE NUMBER:</b> 202-366-6415		
<b>14. INCORPORATED ATTACHMENTS</b>			
<b>15. STATUTORY AUTHORITY FOR GRANT/COOPERATIVE AGREEMENT</b> Federal Hazardous Materials Transportation Law, 49 U.S.C. 5101 et seq			
<b>16. REMARKS</b> Award Amounts: Federal Share: Planning \$79,349.46 + Training \$246,398.85 = Total Fed \$ 325,748.31 Non-Federal Share: Planning \$77,044.57 + Training \$61,601.15 = Total Non-Fed \$138,645.72 Total Budget: \$464,394.03			
<b>GRANTEE ACCEPTANCE</b>		<b>AGENCY APPROVAL</b>	
<b>17. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL</b> Bret D. Daugherty, MG, The Adjutant General		<b>19. NAME AND TITLE OF AUTHORIZED PHMSA OFFICIAL</b> Dr. Magdy El-Sibaie, Associate Administrator	
<b>18. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL</b> 	<b>18A. DATE</b> 09/22/14	<b>20. SIGNATURE OF AUTHORIZED PHMSA OFFICIAL</b> 	<b>20A. DATE</b> 9/23/2014
<b>AGENCY USE ONLY</b>			
<b>21. OBJECT CLASS CODE:</b> 41000		<b>22. ORGANIZATION CODE:</b> 50D0308EP0	
<b>23. ACCOUNTING CLASSIFICATION CODES</b>			
DOCUMENT NUMBER HM-HMP-0431-14-01-00	FUND 5382XXDA0	BY 2014	BPAC EPGRT01020
			AMOUNT 325,748.31

RECIPIENT NAME: Washington Military Department, Emergency Management Division

AGREEMENT NUMBER: HM-HMP-0431-14-01-00

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
09/30/2014	09/30/2014	Annual	12/29/2014
10/01/2014	12/31/2014	Quarterly	01/30/2015
01/01/2015	03/31/2015	Quarterly	04/30/2015
04/01/2015	06/30/2015	Quarterly	07/30/2015
07/01/2015	09/30/2015	Final	12/29/2015

 <b>U.S. Department of Transportation</b> <b>Pipeline and Hazardous Materials Safety Administration</b>		<h2 style="margin: 0;">Grant Agreement</h2>			
1. RECIPIENT NAME AND ADDRESS Washington Military Department, Emergency Management Division Building 20, MS TA-20 Camp Murray Tacoma, WA 98430-5122		2. AGREEMENT NUMBER: HM-HMP-0431-14-01-01	3. AMENDMENT NO: 1		
		4. PROJECT PERFORMANCE PERIOD: FROM 09/30/2014 TO 09/30/2016			
		5. FEDERAL FUNDING PERIOD: FROM 09/30/2014 TO 09/30/2016			
1A. IRS/VENDOR NO. 916001095	1B. DUNS NO. 808883383	6. ACTION Extension without Funds (Type 4)			
7. CFDA# 20.703					
8. PROJECT TITLE Washington State Military Department, Emergency Management Division, HMEP Program		9. PREVIOUS AGREEMENTS	325,748.31	138,645.72	464,394.03
		10. THIS AGREEMENT	0.00	0.00	0.00
		11. TOTAL AGREEMENT	325,748.31	138,645.72	464,394.03
12. INCORPORATED ATTACHMENTS THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS, INCORPORATED HEREIN AND MADE A PART HEREOF:					
13. STATUTORY AUTHORITY FOR GRANT/COOPERATIVE AGREEMENT Federal Hazardous Materials Transportation Law, 49 U.S.C. 5101 et seq					
14. REMARKS					
GRANTEE ACCEPTANCE			AGENCY APPROVAL		
15. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Ms. Lori Gifford			17. NAME AND TITLE OF AUTHORIZED PHMSA OFFICIAL Mr. Magdy El-Sibaie PHMSA Associate Administrator		
16. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL Electronically Signed		16A. DATE 09/25/2015	18. SIGNATURE OF AUTHORIZED PHMSA OFFICIAL Electronically Signed		18A. DATE 09/28/2015
AGENCY USE ONLY					
19. OBJECT CLASS CODE: 41000			20. ORGANIZATION CODE: 50D0308EP0		
21. ACCOUNTING CLASSIFICATION CODES					
DOCUMENT NUMBER	FUND	BY	BPAC	AMOUNT	
HM-HMP-0431-14-01-00	5282XXXDA0	2014	EPGRT01020	0.00	

RECIPIENT NAME: Washington Military Department, Emergency Management Division | AGREEMENT NUMBER: HM-HMP-0431-14-01-01

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
09/30/2014	09/30/2014	Annual	12/29/2014
10/01/2014	12/31/2014	Quarterly	01/30/2015
01/01/2015	03/31/2015	Quarterly	04/30/2015
04/01/2015	06/30/2015	Quarterly	07/30/2015
04/01/2015	06/30/2015	Quarterly	07/30/2015
07/01/2015	09/30/2015	Annual	12/29/2015
10/01/2015	12/31/2015	Quarterly	01/30/2016
01/01/2016	03/31/2016	Quarterly	04/30/2016
04/01/2016	06/30/2016	Quarterly	07/30/2016
07/01/2016	09/30/2016	Final	12/29/2016

**AWARD ATTACHMENTS**

Washington Military Department, Emergency  
Management Division

HM-HMP-0431-14-01-00

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1. PHMSA HMEP Grant Program Terms and Conditions

**PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION**

*Hazardous Materials Emergency Preparedness Grant Program*

*Catalog of Federal Domestic Assistance Program No. 20.703*

**TERMS AND CONDITIONS**

**PROGRAM YEAR 2014-2015**

**September 30, 2014 - September 30, 2015**

**General Terms and Conditions of Award**

This award by the U.S. Department of Transportation (DOT) Pipeline and Hazardous Materials Safety Administration (PHMSA) 1200 New Jersey Avenue, SE Washington, D.C. 20590 is made pursuant to Funding Opportunity Title: 2014 PHMSA HMEP States & Territories, Funding Opportunity Number: HM-HMP-14-002 and Funding Opportunity Title: 2014 PHMSA HMEP Native American Tribes, Funding Opportunity Number: HM-HMP-14-003

**1. Effect of Award**

The Recipient, which is the organization named in block 1 of the Notice of Grant Award (NGA), is legally responsible for and accountable to PHMSA for the funds provided. By acceptance of this award, which is accomplished by the signature of the authorized Recipient official shown in blocks 17 and 18 of the NGA, the Recipient agrees to comply with the terms and conditions detailed or referenced below.

The award may be modified only by the PHMSA Agreement Officer, either at PHMSA's initiation, with Recipient acceptance, as appropriate, or upon the request of, and subsequent approval by, the Agreement Officer. This includes any request by a Request to deviate from non-statutory provisions of 49 CFR 110.

If the Recipient materially fails to comply with the terms and conditions of this award, whether stated in full text herein or incorporated by reference, the Agreement Officer may suspend, terminate, or take other remedies as may be legally available and appropriate in the circumstances as provided in 49 CFR 18.43.

**2. Award information**

The total amount of HMEP funding is shown in block 9 of the NGA. It must be matched in the amount shown in block 10; however, the amounts for planning and training are considered two separate grants and must be accounted for and reported on separately. Those separate amounts and the required

matching share are shown in the Remarks section (block 16 of the NGA).1

The Recipient is responsible for any commitments or expenditures it incurs in excess of the funds provided by this award. Expenditures incurred prior to the effective date of an award cannot be charged against this award.

3. Incorporation of approved application by reference

- The Recipient's application, including the narrative and budget as approved by PHMSA prior to award, is incorporated by reference in this award. Changes to the approved application are governed by 49 CFR 18.30 and paragraph 15 of these terms and conditions.

4. Governing statutes and regulations

- The administration of this award by PHMSA and the Recipient will be based on the following federal statutory and regulatory requirements:
  - the authorizing language of 49 U.S.C. 5101 et seq.
  - program regulations found at 49 CFR 110, Hazardous Materials Public Sector Training and Planning Grants. 49 CFR 110 is available at [www.gpoaccess.gov/ecfr/](http://www.gpoaccess.gov/ecfr/) by clicking on Title 49 CFR part 110.
  - administrative regulations at 49 CFR 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State, and Local, and Tribal Governments. 49 CFR 18 is available at [www.gpoaccess.gov/ecfr/](http://www.gpoaccess.gov/ecfr/) by clicking on Title 49 CFR part 18 (unless 49 CFR 19 applies as provided in paragraph 11 of these terms and conditions - click Title 49 CFR part 19)
  - the cost principles in 2 CFR 225, Cost Principles for State, Local and Indian Tribal Governments, which are incorporated by reference in 49 CFR 18 or other applicable cost principles (see paragraphs 10 and 11 of these terms and conditions)
  - Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, which is incorporated by reference in 49 CFR 18. (See paragraph 19 of these terms and conditions)
  - any other applicable federal statutes and regulations, including, but not limited to the following:
    - The Recipient must comply with 49 CFR 20, "New Restrictions on Lobbying." 49 CFR

20 is incorporated by reference in this award. 49 CFR 20 is available at [www.gpoaccess.gov/ecfr/](http://www.gpoaccess.gov/ecfr/) by clicking on Title 49 CFR part 20

- The Recipient must comply with Title VI of the Civil Right Act of 1964, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, be subject to discrimination under any program or activity receiving Federal financial assistance.
- The Recipient must comply with 49 CFR 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964." 49 CFR 21 is incorporated by reference into this award. 49 CFR 21 is available at: [www.gpoaccess.gov/ecfr/](http://www.gpoaccess.gov/ecfr/) by clicking on Title 49 CFR part 21
- The Recipient must comply with 49 CFR 32, "Government wide Requirements for Drug-Free Workplace (Financial Assistance)," which implements the requirements of Public Law 100-690, Title Subtitle D, "Drug-Free Workplace Act of 1988." 49 CFR 32 is incorporated by reference in this award. 49 CFR 32 is available at: [www.gpoaccess.gov/ecfr/](http://www.gpoaccess.gov/ecfr/) by clicking on Title 49 CFR part 32
- No term or condition of this award is intended to require the Recipient to violate any applicable State or Territorial law.
- The Recipient must immediately notify the PHMSA Agreement Administrator of any change in local law, conditions, or any other event, including any litigation challenging the validity of, or seeking interpretation of, any federal law or regulation applicable to the federal hazmat program, which may significantly affect the Recipient's ability to perform the program in accordance with the terms of this award. The Recipient must also immediately notify the Agreement Administrator (AA) of any decision pertaining to the Recipient's conduct of litigation that may affect DOT interests.

#### 5. Order of precedence

Any inconsistency or conflict in the terms and conditions specified in this award will be resolved according to the following order of precedence:

- The federal statute authorizing this award or any other federal statutes, laws, regulations or directives directly affecting performance of this award.
- Any special terms and conditions of this award
- General terms and conditions of this award.

#### 6. General PHMSA responsibilities

#### Authorizing Official Agreement Officer (AO)

The AO is the individual who signed this award on behalf of PHMSA (blocks 19 and 20 of the NGA) and is the only PHMSA official:

- with authority to obligate the Government to the expenditure of federal funds under this award; and
- authorized to make formal changes to the award, e.g., through approval of post-award requests for a change to the scope, approved budget, schedule, or any other terms or conditions of this award.

The AO is:

Dr. Magdy EI-Sibaie  
 Associate Administrator for Hazardous Materials Safety  
 U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration  
 1200 New Jersey Avenue, SE, E21-316 Washington, D.C. 20590-0001  
 Telephone: (202) 366-0656  
 Fax: (202) 366-3753  
 E-mail: [magdy.el-sibaie@dot.gov](mailto:magdy.el-sibaie@dot.gov)

#### Agreement Administrator/Grants Management Specialist

The Agreement Administrator named in block 13 of the NGA is responsible for oversight and monitoring of the award. The Agreement Administrator is the point of contact for recipients for submission of required reports and requests for advice and interpretation of these terms and conditions. The Agreement Administrator is not authorized to make any commitments that obligate the Government or authorize changes which affect the award budget, period of performance, or other terms and conditions of the award. This can be done only by the Agreement Officer.

#### 7. General recipient responsibilities

In accepting a PHMSA financial assistance award (grant or cooperative agreement), the recipient assumes legal, financial, administrative, and programmatic responsibility for administering the award. In accordance with the laws, rules, and regulations governing grants and cooperative agreements, these general terms and conditions, and any special conditions included in this award.

The Recipient is responsible for monitoring grant, subaward, and contractual activities under this award to ensure compliance with federal requirements and that performance objectives are being achieved.

The Recipient is required to advise sub recipients of requirements imposed on them by federal laws, regulations, and the terms and conditions of this award. These include grant administrative requirements,

audit requirements under OMB Circular A-133, and the applicable federal cost principles according to recipient type (see paragraphs 10, 11, and 19 of these terms and conditions for additional detail).

Failure to comply with these requirements may result in suspension or termination of the award and PHMSA recovery of funds.

*Recipient Program Manager*

The Recipient's Program Manager (PM) is the individual designated by the recipient and approved by PHMSA who is responsible for the technical direction of the project. The PM is considered a key person under this award and, pursuant to 49 CFR 18.30(d) (3), cannot be replaced without prior written approval of the PHMSA Agreement Officer.

Under the terms of this award, the recipient, through the Recipient's PM, is responsible for:

- accomplishing the objectives and, tasks specified in the approved application within the approved budget amounts (federal plus matching); and
- providing required reports that are complete, accurate, and timely.

8. Central Contractor Registration and Universal Identifier Requirements (Appendix A to 2 CFR 25)

*Requirement for Central Contractor Registration CCR*

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your Information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

*Requirement for Data Universal Numbering System (DUNS) Numbers*

If you are authorized to make subawards under this award, you:

- Must notify potential subrecipients that no entity (see definition below) may receive a subaward from you unless the entity has provided its DUNS number to you.
- May not make a subaward to an entity unless the entity has provided its DUNS number to you.

Definitions

For purposes of this award term:

The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. SAM is part of an overall Integrated Acquisition Environment that brings together different federal procurement data systems into a unified system, with the intention of reducing duplication and information technology costs, and to help create a more streamlined and integrated federal acquisition process. Additional information about registration procedures may be found at the Internet Site (currently at <https://www.sam.gov/>).

Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:

- A Governmental organization, which is a State, local government, or Indian Tribe;
- A foreign public entity;
- A domestic or foreign nonprofit organization;
- A domestic or foreign for-profit organization; and
- A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.

*Subaward*

- This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

*Subrecipient* means an entity that:

- Receives a subaward from you under this award; and
- Is accountable to you for the use of the federal funds provided by the subaward.

#### 9. Government wide Debarment and Suspension (Non-procurement)

The Recipient must comply with 2 CFR 1200, "Nonprocurement Suspension and Debarment" which generally prohibits entities that have been debarred, suspended, or voluntarily excluded from participating in federal non-procurement transactions either through primary or lower-tier covered transactions. 2 CFR 1200 is incorporated by reference in this award and is available at [www.gpoaccess.gov/ecfr/](http://www.gpoaccess.gov/ecfr/) by clicking on Title 2 CFR Part 1200.

Before entering into a subaward or contract under the grant, the Recipient must verify that the entity/individuals are not excluded or disqualified from participation in federal non-procurement or procurement programs. This can be done by:

- Performing a search (previously performed in the Excluded Parties List System (EPLS) by checking for Active Exclusions on the System for Award Management (SAM) website located at [www.sam.gov](http://www.sam.gov).
- Collecting a certification from that entity/individual, or
- Adding a clause or condition to the covered transaction with that entity/individual:
  - The Recipient must include a term or condition in lower-tier transactions requiring lower-tier participants to comply with subpart C of the OMB guidelines in 2 CFR 180, as supplemented by 2 CFR 1200.
  - The Recipient must inform the PHMSA Agreement Officer when the Recipient suspends or debar a contractor or subrecipient.

#### 10. Allowable costs

The allowability of costs incurred by the Recipient will be determined using the OMB cost principles in 2 CFR 225 (OMB Circular A-87) and HMEP-specific program requirements. If 2 CFR 225 specifies that a direct cost requires prior approval of the awarding agency and the cost was included in the approved budget, no additional PHMSA approval is required. Otherwise, prior approval is required as specified in paragraph 15 of these terms and conditions.

#### 11. Flow-Down of Requirements under Subawards

The requirements of this award that apply to the Recipient also apply to subrecipients, i.e., entities that

are carrying out part of the substantive programmatic activity, unless an exception is specified.

In making subawards under the award, the Recipient must apply the federal cost principles applicable to the particular type of organization concerned. Therefore,

- if a subaward is to a governmental unit (other than a college, university or hospital), 2 CFR 225 (OMB Circular A-87) will apply;
- if a subaward is to a college or university, 2 CFR 220 (OMB Circular A-21) will apply; and
- if a subaward is to another type of non-profit organization, 2 CFR 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122), will apply.

The administrative requirements that must be flowed down to subrecipients are those that apply to the type of organization concerned. Therefore, if a subaward is made to a university, the requirements of 49 CFR 19 rather than 49 CFR 18 apply.

#### 12. Matching requirement

The Recipient must provide 20 percent of the allowable direct and indirect planning costs of all activities covered under this award from non-federal sources. The Recipient must also provide 20 percent of the allowable direct and indirect training costs of all activities covered under this award from non-federal sources. Recipients may either use cash (hard match), in-kind (soft-match) contributions, or a combination of both to meet this requirement. The types of contributions allowed are listed in 49 CFR 110.60. Matching costs and contributions also must meet the requirements of 49 CFR 18.24, including that the costs must meet the same requirements of allowability as apply to HMEP funds.

Federal funds may be expended before non-federal matching funds, provided that total program costs at completion of the program year reflect the 80 percent federal/20 percent non-federal allocation of costs. The matching requirement is in addition to the maintenance of effort required of Recipients of HMEP awards under 49 U.S.C. 5116(a)(2)(A) and (b)(2)(A) and 49 CFR 110.30(b)(2) and (c)(2).

#### 13. Performance and financial reporting requirements

##### *Federal Financial Reports*

##### *Quarterly reports*

Each recipient is required to submit a quarterly Federal Financial Report (SF 425) to report the

status of funds in the approved budget (federal plus matching) as of the end of the reporting quarter. This report is cumulative. Quarterly reports are due no later than 30 days after the end of each reporting quarter, i.e., January 31, April 30, and July 31.

*Final report*

Each recipient is required to submit a final Federal Financial Report (SF 425) within 90 days after the end of the program year, i.e., not later than December 31, that provides the financial results of the award, including the expenditure of both HMEP funds and required matching.

Address for submission

Each required report must be submitted by e-mail to the Agreement Administrator named in Block 13 of the NGA.

Requests for extension and effect of late reporting

A request for extension of the due date for a quarterly report must be made in writing by the Recipient's PM to the Agreement Administrator no later than 30 days before the end of the reporting quarter. The request must include the reason for the request and the requested due date. Approval is not automatic.

A request for extension of the due date for a final report must be made in writing by the Recipient's PM to the Agreement Administrator no later than 30 days before the end of the performance period. The request must include the reason for the request and the requested due date. Approval is not automatic.

Failure to provide required reports by the due dates specified above or any extended due date approved by PHMSA may result in a delay in processing payment requests, delay in the award of new funding, or, as appropriate, an enforcement action.

14. Reporting Subawards and Executive Compensation

Reporting of first-tier subawards

Unless you are exempt as provided in the paragraph entitled "Exemptions" of this award term, you must report each action that obligates \$25,000 or more in federal funds that does not include Recovery funds (as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Public Law 111-5) for a subaward to an entity (see paragraph entitled "Definitions," in this award term).

Where and when to report

You must report each obligating action described in the previous paragraph of this award term to <http://www.fsrs.gov>.

For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

What to report

You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

Reporting Total Compensation of Recipient ExecutivesApplicability and what to report

You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-

- i. The total federal funding authorized to date under this award is \$25,000 or more;
- ii. In the preceding fiscal year, you received-
  - (A) 80 percent or more of your annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - (B) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m (a), 78o (d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>)

Where and when to report

You must report executive total compensation described in the paragraph entitled "Applicability and what to report" for recipient executives of this award term:

- As part of your registration profile at <https://www.sam.gov/portal/SAM/>.
- By the end of the month following the month in which this award is made, and annually thereafter.

***Reporting of Total Compensation of Subrecipient Executives***

**Applicability and what to report**

Unless you are exempt as provided in the paragraph entitled "Exemptions," of this award term below, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if-

- i. in the subrecipient's preceding fiscal year, the subrecipient received:
  - (A) 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - (B) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

**Where and when to report**

You must report subrecipient executive total compensation described in "applicability and what to report" for subrecipient executives of this award term:

- To the recipient.
- By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the

subrecipient by November 30 of that year.

***Exemptions***

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- Subawards, and
- The total compensation of the five most highly compensated executives of any subrecipient.

***Definitions***

For purposes of this award term:

*Entity* means all of the following, as defined in 2 CFR 25:

- A Governmental organization, which is a State, local government, or Indian tribe;
- A foreign public entity;
- A domestic or foreign nonprofit organization;
- A domestic or foreign for-profit organization;
- A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.

*Executive* means officers, managing partners, or any other employees in management positions.

***Subaward***

- This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- A subaward may be provided through any legal agreement, including an agreement that you or a

subrecipient considers a contract.

*Subrecipient* means an entity that:

- Receives a subaward from you (the recipient) under this award; and
- Is accountable to you for the use of the federal funds provided by the subaward.

*Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- Salary and bonus.
- Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- Change In pension value. This is the change in present value of defined benefit and actuarial pension plans.
- Above-market earnings on deferred compensation which is not tax-qualified.
- Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

#### 15. Changes to the approved application and budget

The Recipient must submit a written request and receive formal approval before making any of the changes for non-construction grants specified in 49 CFR 18.30. The request must be signed by the Recipient's Program Manager and submitted to the Agreement Administrator no later than 30 days prior to the requested effective date of the proposed change. PHMSA will not approve any change to the award during the last 30 days of the performance period.

The actions requiring prior approval include, but are not limited to the following:

- Any revision that would result in the need for additional funding
- Cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions, or activities which exceed or are expected to exceed ten percent of the current total approved budget, whenever the awarding agency's share exceeds \$100,000.
- Changes in the scope or objectives in the approved application. If a Recipient has a question about whether a change represents a change in scope, the recipient should contact PHMSA.
- Change in the performance period, which must be requested no later than 30 calendar days prior to the end of the project period.
- Rebudgeting of HMEP funds from training to planning or from planning to training
- Change in the Recipient Program Manager.

If the proposed change affects the approved budget, the Recipient must submit a revised budget using the SF 424 budget form. If the request is for an extension of the period of performance, the Recipient must indicate the planned use of all unexpended funds during the extension period.

The AA will notify the Recipient in writing within 30 calendar days after receipt of the request for revision or adjustment whether the request has been approved. If a request is approved, the approval may be by letter or, if necessary, a formal amendment to this award signed by the Agreement Officer.

#### 16. Title to Equipment

Title to equipment purchased or fabricated under this award vests in the Recipient or subrecipients, respectively, upon acquisition except that DOT reserves the right to require the Recipient or subrecipient to transfer title to items of equipment to the federal government or a third party named by DOT, when such a third party is otherwise eligible under existing statutes. Such transfers are subject to the standards contained in 49 CFR 18.32.

#### 17. Copyrights

PHMSA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes:

- The copyright in any work developed under a grant, subaward, or contract under a grant or subaward; and
- Any rights of copyright to which a Recipient, subrecipient or a contractor purchases ownership with grant support.

## 18. Payment

*Request for Advance or Reimbursement*

Payment to a Recipient may be made in advance, consistent with 49 CFR 18 and 31 CFR 205. To obtain an advance, the Recipient must comply with the requirements of 49 CFR 110.70(c). If these conditions are not met, payment will be made by reimbursement.

*Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees*

Subject to the requirements in 49 CFR 18.21, payments will be made after receipt of required modal reporting forms. Each payment request must be made electronically via the Delphi Invoicing System.

PHMSA will promptly review the request and, upon approval, submit the request electronically through the Delphi Invoicing System for payment processing. PHMSA reserves the right to request supporting documentation upon receipt of payment requests. Failure to comply can result in a denial of payment.

The following are the procedures for accessing and utilizing the Delphi Invoicing System.

## A. Grant Recipient Requirements

- Grantees must have internet access to register and submit payment requests through the Delphi Invoicing system.
- Grantees must submit payment requests electronically and DOT Operating Administrations must process payment requests electronically.

## B. System User Requirements

- Grantees should contact the DOT Operating Administration's grants office directly to sign up for the system. The Operating Administration awarding the grant will provide the grantee's name and email address to the DOT Financial Management Office. The DOT will then invite the grantee to sign up for the system.
- The DOT will send the grantee a form to verify the grantee's identity. The grantee must complete the form, and present it to a Notary Public for verification. The grantee will return the notarized form to:

DOT Enterprise Services Center

FAA Accounts Payable, AMZ-100  
 PO Box 25710  
 Oklahoma City, OK 73125

- The DOT will validate the form and email a user ID and password to the grantee. Grantees should contact the Operating Administration's grants office with any changes to their system information.

Note: Additional information, including access forms and training materials, can be found on the DOT invoicing website (<http://www.dot.gov/cfo/delphi-invoicing-system.html>)

### C. Waivers

DOT Financial Management officials may, on a case by case basis, waive the requirement to register and use the electronic grant payment system. Waiver request forms can be obtained on the DOT invoicing website (<http://www.dot.gov/cfo/delphi-invoicing-system.html>) or by contacting the Operating Administration's grants office. Recipients must explain why they are unable to use or access the internet to register and enter payment requests.

All waiver requests should be sent to the Director of the Office of Financial Management, US Department of Transportation, Office of Financial Management, B-30, room W93-431, 1200 New Jersey Avenue SE, Washington DC 20590-0001, [DOTElectronicInvoicing@dot.gov](mailto:DOTElectronicInvoicing@dot.gov). The Director of the DOT Office of Financial Management will confirm or deny the request within approximately 30 days.

If a grantee is granted a waiver, the grantee should submit all hard-copy invoices directly to:

DOT/FAA  
 PO Box (OA specific- Needs to be modified)  
 Oklahoma City, OK 73125

The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Financial Assistance awardees.

#### *Electronic funds transfer*

The Government will make all payments under this agreement by electronic funds transfer (EFT) unless the Recipient is notified to the contrary. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

The Government will make payment to the Recipient using the EFT information contained in the CCR database. If the EFT information changes, the Recipient is responsible for providing the updated

information to the CCR database. If the Recipient's EFT information in the CCR database is incorrect, the Government is not obligated to make payment to the Recipient until the correct EFT information is entered into SAM.

The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Federal Transfer System. The rules governing federal payments through the ACH are contained in 31 CFR 210.

If the Recipient has Identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) In the CCR database, and the Recipient has not notified the Government of the payment receiving point applicable to this agreement, the Government will make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

If an uncompleted or erroneous transfer occurs because the Government used the Recipient's EFT information incorrectly, the Government remains responsible for making a correct payment and recovering any erroneously directed funds.

*EFT and assignment of claims*

If the Recipient assigns the proceeds of this agreement, the Recipient must require, as a condition of any such assignment, that the assignee register in the CCR database and be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this award term will apply to the assignee as if it were the Recipient. EFT information that shows the ultimate recipient of the transfer to be other than the Recipient, in the absence of a proper assignment of claims acceptable to the Government, will be considered incorrect EFT information.

19. Audit requirements

OMB Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations," includes specific guidance for conducting financial and compliance audits. The threshold for requiring an A-133 audit is \$500,000 in expenditures of federal funds in an entity's fiscal year. This amount is the aggregate of funds from all federal sources. OMB Circular A-133 is incorporated by reference into this award and is available at [http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133\\_revised\\_2007.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf)

20. Record retention and access to records

Grant-related financial and programmatic records, supporting documents, statistical records, and other records of Recipients or subrecipients must be maintained as provided in 49 CFR

18.42(a) through (d) (or 49 CFR 19.53, if applicable)

Site visits, desk audits, or other reviews

PHMSA, through its staff or authorized representatives, may make site visits, at reasonable times; to review project accomplishments, management control systems and provide guidance as may be requested or required. If a site visit is made on the premises of the Recipient, the Recipient must provide reasonable facilities and assistance to PHMSA representatives in the performance of their duties.

PHMSA, through its authorized representatives, may request a desk audit, at reasonable times; to review project accomplishments, management control systems and provide guidance as may be requested or required. If a desk audit is conducted, the Recipient is required to provide; electronically or via postal service all records requested by PHMSA representatives. All desk audits and reviews will be performed in a manner to not unduly delay work activity under the award.

If PHMSA requires access to the records of a subrecipient or contractor under the grant, whether as part of a site visit or for another type of review, PHMSA will coordinate the request with the Recipient.

All site visits and evaluations will be performed in a manner to not unduly delay work activity under the award or other activities of the Recipient, subrecipient, or contractor.

#### 21. Contracting with Small and Minority Firms, Women's Business Enterprises, Veteran Owned, and HubZone Area Firms

DOT's policy is to award a fair share of contracts to small minority business, women-owned and HubZone firms. DOT is strongly committed to the objectives of this policy and encourages all Recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness on the awarding of any contracts under DOT grants or cooperative agreements.

The Recipient and any subrecipients are encouraged to take all necessary affirmative steps to assure that small, women-owned, minority disadvantaged businesses, veteran, and HUBZone business firms are used when possible. The Recipient shall include this award term in all subawards.

Affirmative steps include:

- Placing qualified small and minority-disadvantaged businesses, women owned business enterprises, veteran-owned and HUBZone business firms on solicitation lists;
- Ensuring that small and minority businesses, women's business enterprises, veteran- owned and HUB Zone business firms are solicited whenever they are potential sources;

- Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority businesses, women's business enterprises, veteran-owned, and HUBZone business firms;
- Establishing delivery schedules, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority business, women's business enterprises, veteran-owned, and HUBZone business firms; and
- Using the services and assistance of the Small Business Administration and the DOT Office of Small and Disadvantaged Business Utilization, as appropriate.

## 22. Seat Belt Use Policies and Programs

In accordance with Executive Order 13043, the Recipient is encouraged to adopt on-the-job seat belt use policies and programs for its employees when operating government-owned, company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle up America section on NHTSA's website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, D.C. dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 85 percent seat belt use. NETS can be contacted at 1-888221-0045 or visit its website at [www.trafficsafety.org](http://www.trafficsafety.org).

## 23. Texting While Driving

In accordance with Executive Order, 13513, recipients, subrecipients, and their contractors are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or government-owned vehicles, or while driving personally owned vehicles when on official Government business or when performing any work for or on behalf of the Government. These efforts may include conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving and should encourage voluntary compliance with the entity's text messaging policy while off duty.

## 24. Training Certification Requirement

By signing the Notice of Grant Award (NGA), the grantee agrees to use HMEP training funds to provide emergency responders with the training capabilities required to protect nearby persons, property, and the environment from the effects of accidents or incidents involving the transportation of hazardous material in accordance with existing regulations or National Fire Protection Association standards for

competence of responders to accidents and incidents involving hazardous materials. *See* 49 U.S.C. 5116(b)(1).

#### 25. Information Collection

Under the Paperwork Reduction Act (PRA), if a Recipient collects the same information from 10 or more respondents as part of carrying out this award, the Recipient is prohibited from representing to its respondents that information is being collected for, or in association with, the federal government unless the Recipient is conducting the collection of information at the specific request of the agency; or the terms and conditions of the grant require specific approval by the agency of the collection of information or collection procedures. In those cases, the OMB PRA clearance procedures contained in 5 CFR 1320 must be followed. However, nothing in this award requires Recipients to collect information on PHMSA's behalf or to obtain PHMSA approval of any information collection a Recipient might deem necessary under this award.

#### 26. Fraud, Waste, or Abuse

The DOT Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. The telephone number is: (800) 424-9071. The mailing address is:

DOT Inspector General  
1200 New Jersey Avenue, SE West Bldg. 7<sup>th</sup> Floor  
Washington, DC 20590  
Phone: 1.800.424.9071

Email: [hotline@oig.dot.gov](mailto:hotline@oig.dot.gov)

Web: <http://www.oig.dot.gov/Hotline>