A-2016-42

Washington State Military Department
GRANT AGREEMENT FACE SHEET

1. Sub-Grantee Name and Address: **Pend Oreille County** **PO Box 5035 / 101 South Garden Avenue** **Newport, Washington 99156-5035**	2. Grant Agreement Amount: **Federal $8,000**	3. Grant Agreement Number: **E16-209**
4. Sub-Grantee's Contact, phone/email: **JoAnn Boggs, 509-447-3731** **jboggs@pendoreille.org**	5. Grant Agreement Start Date: **September 30, 2015**	6. Grant Agreement End Date: **September 30, 2017**
7. Department Program Coordinator, phone/email: **Deborah Henderson, 253-512-7470** **Deborah.henderson@mil.wa.gov**	8. Data Universal Numbering System (DUNS #): **140779146**	9. UBI # (state revenue): **264-000-801**

10. Funding Authority: **Washington State Military Department** (Department) and **U. S. Department of Transportation** (USDOT), Pipeline and Hazardous Materials Safety Administration (PHMSA)

11. Funding Source Agreement #: **HM-HMP-0151-15-01-00**	12. Program Index # & OBJ/SUB-OJ **76352** **NZ**	13. CFDA # and Title: **20.703 HMEP**
14. Total Federal Award: $322,079	15. Federal Award Date: 9/28/2015	16. TIN or SSN: **91-6001357**
17. Service Districts: (BY LEG DIST): 7 (BY CONG DIST): 5	18. Service Area by County(ies): **Pend Oreille County**	19. Women/Minority-Owned, State Certified?: X N/A ☐ NO ☐ YES, OMWBE #_____

20. Contract Classification: ☐ Personal Services ☐ Client Services X Public/Local Gov't ☐ Collaborative Research ☐ A/E ☐ Other_____	21. Contract Type (check all that apply): ☐ Contract X Grant ☐ Agreement ☐ Intergovernmental (RCW 39.34) ☐ Interagency
22. Sub-Grantee Selection Process: X "To all who apply & qualify" ☐ Competitive Bidding ☐ Sole Source ☐ A/E RCW ☐ N/A ☐ Filed w/OFM? ☐ Advertised? ☐ YES ☐NO _____	23. Sub-Grantee Type (check all that apply) ☐ Private Organization/Individual ☐ For-Profit X Public Organization/Jurisdiction X Non-Profit ☐ VENDOR X SUBRECIPIENT ☐ OTHER

24. BRIEF DESCRIPTION:

The purpose of the FFY 2015 U.S Department of Transportation, Pipeline and Hazardous Materials Safety Administration (PHMSA) Hazardous Materials Emergency Preparedness (HMEP) grant program is to provide assistance to public sector employees through training and planning grants 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 Department is the Recipient and Pass-through Entity of the 15HMEP Award HM-HMP-0151-15-01-00, which is incorporated in and attached hereto as Attachment #1, and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement. The Subrecipient's statement of work, timeline, and budget for the subaward are detailed in Exhibits C, D, and E.

IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Statement of Work (Exhibit C); Timeline (Exhibit D); Budget (Exhibit E); 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 Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

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:

1. **Applicable Federal and State Statutes and Regulations**
2. **USDOT, PHSMA HMEP Award and program documents**
3. **Statement of Work**
4. **Special Terms and Conditions**
5. **General Terms and Conditions, and if attached,**
6. **Other provisions of the Agreement incorporated by reference.**

WHEREAS, the parties hereto have executed this grant agreement on the day and year last specified below.

FOR THE DEPARTMENT:

_____
Signature Date
Richard A. Woodruff, Contracts Officer
Washington State Military Department

BOILERPLATE APPROVED AS TO FORM:
Brian E. Buchholz (signature on file 10/6/2015)
Assistant Attorney General

FOR THE SUB-GRANTEE:

Mike Manus 7-5-16
Signature Date
Mike Manus, Chairperson County Commissioners
Pend Oreille County

APPROVED AS TO FORM (if applicable):

_____
Applicant's Legal Review Date

Form 10/2/2015 mll

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION	DATE SUBMITTED
Pend Oreille County Department of Emergency Management	July 5, 2016
PROJECT DESCRIPTION HMEP USDOT FY 15	CONTRACT NUMBER E16-209

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

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

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.

SPECIAL TERMS AND CONDITIONS

ARTICLE I --KEY PERSONNEL:

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		MILITARY DEPARTMENT	
Name	**JoAnn Boggs**	Name	**Charma Anderson**
Title	Emergency Management Director	Title	Section Supervisor
E-Mail	jboggs@pendoreille.org	E-Mail	Charma.Anderson@mil.wa.gov
Phone	509-447-3731	Phone	253-512-7064
Name	**Steve West**	Name	**Deborah Henderson**
Title	Coordinator	Title	Program Coordinator
E-Mail	swest@pendoreille.org	E-Mail	Deborah.henderson@mil.wa.gov
Phone	509-447-1912	Phone	253-512-7470
Name		Name	**Dalton Gamboa**
Title		Title	Program Assistant
E-Mail		E-Mail	Dalton.Gamboa@mil.wa.gov
Phone		Phone	253-512-7044

ARTICLE II –ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by USDOT applicable to the 15HMEP Program, including, but not limited to, all criteria, restrictions, and requirements of the US DOT Pipeline and Hazardous Materials Safety Administration (PHMSA) Hazardous Materials Grant Program for Fiscal Year 2015 Hazardous Materials Emergency Preparedness (HMEP) Grants at http://www.phmsa.dot.gov/hazmat/grants, the US DOT PHSMA Award to the Department and Grant Agreement No. HM-HMP-0515-15-01-00, and the federal regulations commonly applicable to PHMSA HMEP grants, all of which are incorporated herein by reference. The US DOT PHSMA Award Grant Agreement and extension letter are incorporated in this Agreement as Attachment #1.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The Subrecipient 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 Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR USDOT GRANTS:

The following requirements apply to all USDOT/HMEP Grants administered by the Department.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 15HMEP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.

b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:

i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 15HMEP funds, including but not limited to those contained in 2 CFR 200.

ii. The Subrecipient shall require its subrecipient to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by USDOT/PHMSA applicable to the 15HMEP Program, including, but not limited to, all criteria, restrictions, and requirements of the US DOT Pipeline and Hazardous Materials Safety Administration (PHMSA) Hazardous Materials Grant Program for Fiscal Year 2015 Hazardous Materials Emergency

Preparedness (HMEP) Grants at http://www.phmsa.dot.gov/hazmat/grants, the US DOT PHSMA Award to the Department and Grant Agreement No. HM-HMP-0515-15-01-00 in Attachment #1, and the federal regulations commonly applicable to PHMSA HMEP grants.

iii. The Subrecipient shall be responsible to the Department for ensuring that all 15HMEP federal award funds provided to its subrecipient are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment #1 of this Agreement.

2. REIMBURSEMENT & BUDGET REQUIREMENTS

a. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, 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 Agreement.

b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.

c. If the Subrecipient chooses to include indirect costs within the Budget (Exhibit E), an indirect cost rate agreement negotiated between the federal cognizant agency for indirect costs and the Subrecipient establishing approved indirect cost rate(s) as described in 2 CFR 200.414 and Appendix VII to 2 CFR 200 must be submitted to the Department. However, under 2 CFR 200.414(f), if the Subrecipient has never received a negotiated indirect cost rate agreement establishing federally negotiated rate(s), the Subrecipient may negotiate a rate with the Department or charge a de minimis rate of 10% of modified total direct costs. The Subrecipient's actual indirect cost rate may vary from the approved rate, but must not exceed the indirect cost rate percentage identified in Exhibit E, Budget. If a Subrecipient chooses to charge the 10% de minimis rate, but did not charge indirect costs to previous subawards, a request for approval to charge indirect costs must be submitted to the Department Key Personnel for approval with an explanation for the change.

d. For travel costs, Subrecipients shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at http://www.gsa.gov, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by Department Key Personnel.

e. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement, and be made available upon request by the Department, and local, state, or federal auditors.

f. The Subrecipient will submit reimbursement requests to the Department by submitting a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to Reimbursements@mil.wa.gov no later than the due dates listed within the Milestone Timeline (Exhibit D), but not more frequently than monthly.

   Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department. If the reimbursement request isn't substantial enough, the Subrecipient should request prior written approval from Department Key Personnel to waive the due date in the Milestone Timeline (Exhibit D) and instead submit those costs on the next scheduled reimbursement due date contained in the Milestone Timeline.

g. Any request for extension of a due date in the Milestone Timeline (Exhibit D) will be treated as a request for Amendment of the Agreement and must be submitted to the Department's Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration, and can be granted or denied within the Department's sole discretion.

h. All work under this Agreement must be completed on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department no later than October 31, 2016, unless otherwise authorized by written amendment of this Agreement and issued by the Department.

i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been paid for and received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward, and is invoiced by the vendor.

j. Failure to timely submit complete reports and reimbursement requests as required by this Agreement (including but not limited to those reports in the Milestone Timeline) will prohibit the Subrecipient from being reimbursed until such complete reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.

k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.

l. A written amendment will be required if the Subrecipient expects cumulative transfers between project budgets, as identified in the Budget (Exhibit E) and Statement of Work (Exhibit C), to exceed 10% of the Grant Agreement Amount. Any changes to project budgets other than in compliance with this paragraph will not be reimbursed.

m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

3. REPORTING REQUIREMENTS

a. The Subrecipient shall submit with each reimbursement request a report indicating the status of their Approved Statement of Work for which reimbursement is sought in the format provided by the Department.

b. The Subrecipient shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department the FFATA Form located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms; which is incorporated by reference and made a part of this Agreement.

c. The Subrecipient shall participate in the State's annual capabilities assessment for the State Preparedness Report.

4. PROCUREMENT, EQUIPMENT AND SUPPLY MANAGEMENT

a. Subrecipients and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.318 – 200.326, to include but not limited to:

   i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.

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

iii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.

iv. Equipment records shall include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Federal Award Identification Number (FAIN); Catalogue of Federal Domestic Assistance (CFDA) number; who holds the title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.

v. The Subrecipient shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

vi. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment and supplies are well maintained and kept in good operating condition.

vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.

viii. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated and a report generated and sent to the Department.

ix. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return.

x. If, upon termination or at the Grant Agreement End Date, there is a residual inventory of unused supplies exceeding $5,000 in total aggregate value which will not be needed for any other Federal award, <u>or</u> when original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, the Subrecipient must comply with following procedures:

a) The Subrecipient may retain the supplies for use on other non-Federal related activities or sell them, but must compensate the Federal sponsoring agency for its share.

b) The Subrecipient must dispose of equipment as follows:

i) Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of by the Subrecipient with no further obligation to the awarding agency.

ii) Items of equipment with a current per-unit fair market value of more than $5,000 may be retained or sold and the Subrecipient shall compensate the Federal-sponsoring agency for its share.

xi. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.

b. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or US DOT/PHMSA adopted standards to be eligible for purchase using Federal award funds.

c. Equipment purchased with US DOT/PHMSA federal award funds is to be marked with "Purchased with funds provided by the U.S. Department of Transportation" when practicable.

d. Prior to procuring pharmaceuticals, Subrecipients must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Subrecipients are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's period of performance for 15HMEP. The cost of disposal cannot be carried over to another US DOT/PHMSA grant or grant period.

e. As a subrecipient of federal funds, the Subrecipient must pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

5. SUBRECIPIENT MONITORING

a. The Department will monitor the activities of the Subrecipient from award to closeout and to comply with post-closeout adjustment and continuing responsibilities required by 2 CFR 200.344. The goal of the Department's monitoring activities will be to ensure that subrecipients use the subaward for authorized purposes, in compliance with federal and state statutes and regulations and, and that subaward performance goals are achieved.

b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department 2 CFR Part 200 Subpart F Audit Certification Form" located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.

c. Monitoring activities may include, but are not limited to:

   i. review of financial and performance reports;

   ii. follow-up on the Subrecipient's deficiencies pertaining to the subaward detected through audits, on-site reviews, and other means;

   iii. issuance of management decision for audit findings pertaining to the Subrecipient's subaward;

   iv. monitoring and documenting the completion of Agreement deliverables;

   v. documentation of phone calls, meetings, e-mails, and correspondence;

   vi. review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement Statement of Work, budget, and federal requirements;

   vii. observation and documentation of Agreement-related activities, such as exercises, training, funded events, and equipment demonstrations;

   viii. 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.

      a) The Subrecipient is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.

      b) Compliancy will be monitored throughout the performance period to assess risk. If the Subrecipient fails to comply with federal or state statutes or regulations, or the terms and conditions of this Agreement, the Department may impose any additional subaward conditions as described in 2 CFR 200.207. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, it may take one or more of the following actions:

         i) Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient.

         ii) Wholly or partially suspend or terminate the subaward to the Subrecipient.

iii) Initiate suspension or debarment proceedings under 2 CFR 180 or recommend such a proceeding be initiated by the federal awarding agency.

iv) Withhold further federal awards for the project or program.

v) Take any other remedies that may be legally available.

6. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

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

ARTICLE III. ADDITIONAL SPECIAL CONDITIONS AND MODIFICATION TO GENERAL CONDITIONS:

1. Funds under this Agreement are provided by the U.S. Department of Transportation (USDOT), Pipeline and Hazardous Materials Safety Administration (PHMSA) solely for the purpose of supporting hazardous materials management preparedness, mitigation, response and recovery planning programs, training and exercises as provided by the USDOT/PHMSA **Hazardous Materials Emergency Preparedness (HMEP)** grant to the Department, which is incorporated herein as Attachment #1. The Subrecipient has received a subaward of such grant funds from the Department, and by its terms all requirements of that grant applicable to the Department are also applicable to the Subrecipient.

2. This Agreement is contingent upon the receipt of federal funds awarded for this purpose. The Subrecipient shall only use the funds to perform tasks as described in the Statement of Work and Budget, as approved by the Department.

3. The Subrecipient shall provide a match of 20% non-federal origin. Said match may be in the form of goods, services, and in-kind services.

WASHINGTON STATE MILITARY DEPARTMENT
GENERAL TERMS AND CONDITIONS

A.1 DEFINITIONS

As used throughout this Grant Agreement, terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

b. "**Agreement**" means this Grant Agreement.

c. "**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. The Department is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a subrecipient under this Agreement.

d. "**Subrecipient**" when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "subrecipient" is the same as in 2 CFR 200.93 for all other purposes.

e. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.

f. **"Investment"** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this Agreement. Such grant application is hereby incorporated into this Agreement by reference.

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. Non-federal entities that spend less than $750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are 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 Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.

The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient all disallowed costs resulting from the audit.

Once the single audit has been completed and it includes any audit findings, the Subrecipient must send a full copy of the audit to the Department and its corrective action plan no later than 9 months after the end of the Subrecipient's fiscal year(s) to:

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

If the Subrecipient claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient 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 Subrecipient's fiscal year(s) to the address listed above.

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 Subrecipient shall include the above audit requirements in any subawards.

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

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 and the Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services, except as authorized under 2 CFR 200.305.

A.4 AMENDMENTS AND MODIFICATIONS

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. 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 Subrecipient 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

The Department and Subrecipient agree that all activity pursuant to this Agreement will be conducted 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 Agreement, the Subrecipient certifies that the Subrecipient 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.

The Subrecipient shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed $25,000, and subawards to subrecipients for any

amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (http://www.sam.gov) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/). The Subrecipient 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 44 CFR Part 18, the Subrecipient 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 Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient 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 the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

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

The Subrecipient and all its contractors and subrecipients 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), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, 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 noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion.

The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

A.11 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2CFR Part 200.318 General procurement standards through 200.326 Contract Provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

1) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working

conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Notice of Federal awarding agency requirements and regulations pertaining to reporting.

Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.

Access by the Department, the Subrecipient, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.

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).

b. The Department reserves the right to review the Subrecipient procurement plans and documents, and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 200.326/. The Subrecipient 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 Subrecipient and Department to make a determination on eligibility of project costs.

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

A.12 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 Subrecipient's responsibilities with respect to services provided under this 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.13 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.14 LEGAL RELATIONS

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

To the extent allowed by law, the Subrecipient, 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 Subrecipient, its sub-contractors, subrecipients, 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 Agreement.

To the extent allowed by law, the Subrecipient 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 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 Subrecipient, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or Subrecipient's agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the Federal government, the following shall apply:

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

A.15 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 representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to Statement of Work, and other requests, certifications and documents authorized by or required under this Agreement.

A.16 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 Subrecipient 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.17 NONASSIGNABILITY

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

A.18 NONDISCRIMINATION

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

A.19 NOTICES

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

A.20 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/ HEALTH ACT (OSHA/WISHA)

The Subrecipient 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 Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient 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 Subrecipient to so comply.

A.21 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

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

A.22 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.23 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

A.24 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this 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 Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

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

A.25 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations and/or the provisions of the 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 Agreement termination. Repayment by the Subrecipient 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 and expenses thereof, including attorney fees from the Subrecipient.

A.26 RECORDS

a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices, and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").

b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.

c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.

d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.27 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

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

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, 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 Subrecipient shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient 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.28 SEVERABILITY

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

A.29 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The Subrecipient, and/or employees or agents performing under this Agreement are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as, nor claim to be, an officer or employee of the Department by reason of this Agreement, nor will the Subrecipient 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 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 Subrecipient 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 Agreement.

A.30 TAXES, FEES, AND LICENSES

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

A.31 TERMINATION FOR CONVENIENCE

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

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient 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 Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the

Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient 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 Subrecipient 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 Subrecipient liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient 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 Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of 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 Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient'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 Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an 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, the amount agreed upon by the Subrecipient 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 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 Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient 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 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 Subrecipient shall:

a. Stop work under the Agreement on the date, and to the extent specified, in the notice;

b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;

c. Assign to 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 Subrecipient 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 contracts;

d. Settle all outstanding liabilities and all claims arising out of such termination of orders and 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 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 Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.34 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The Subrecipient is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The Subrecipient 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.35 WAIVERS

No conditions or provisions of this 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 Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

A.36 VENUE

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

STATEMENT OF WORK

US Department of Transportation, Pipeline & Hazardous Materials Safety Administration
FFY15 Hazardous Materials Emergency Preparedness Grant

The Pend Oreille County Local Emergency Planning Committee (LEPC) continues to be proactive in planning and preparing for Hazardous Materials Incidents that may occur within the County. The LEPC membership continues to grow and expand its local participation as well as State, Federal, Tribal and Regional partners. Our membership consists of 4 State Agencies, over 30 Local Agencies, 7 Federal Agencies, HLS Region 9 Participants, and the Kalispel Tribe which brings our membership list to over 70 participants.

In the past 2 years, our LEPC has made significant progress in being able to evaluate plans, support and expand the LEPC, train many of our first responders and conduct exercise drills. Through collaborative efforts, planning has been improved, which in turn has ensured our responders are better prepared to respond to hazardous materials incidents/accidents.

In 2016 the Pend Oreille LEPC will be conducting a Full-Scale Exercise that will focus on a train and school bus accident involving SO2. The scenario will provide the ability to test the emergency response plan and evaluate how well EMS, Hospital, Fire, Hazmat, Law Enforcement, Rail and School interact. After the exercise an after action review will be completed. Lessons learned will be used to continue to improve plans, processes and procedures.

TASK/ACTIVITY #1	Review, Update, and Improve the Emergency Response Plan
WHO	Local, Regional, State, Tribal, Federal, and Private Industry Partners
WHAT	Incorporate lessons learned from a 2014 functional exercise. Plan for the full-scale exercise.
WHY	Ensure the Emergency Response Plan meets the needs of all stakeholders
WHERE	Throughout Pend Oreille County
WHEN	On-Going
HOW MANY	One
HOW MUCH	$8400

TASK/ACTIVITY #2	Conduct full-Scale exercise that will review and test emergency plans / responses concerning various hazardous materials that are being shipped by rail and roadway throughout the County
WHO	Local, Regional, State, Tribal, Federal Partners
WHAT	Hazardous materials full scale exercise involving rail/bus accident with SO2
WHY	Identify deficiencies of the plan and provide an opportunity for response agencies to test their individual plans
WHERE	Southern Pend Oreille County
WHEN	September 2016
HOW MANY	One
HOW MUCH	$8000

TASK/ACTIVITY #3	Attend the Washington State LEPC/Tribal Training & Planning Conference
WHO	Pend Oreille County LEPC Chair, DEM Deputy Director, and two Kalispel Tribal members
WHAT	Statewide planning LEPC/Tribal conference hosted by State of Washington. Topics range from HazMat to all hazards and response and long-term recovery efforts with everything in between to include all emergency management phases and programs
WHY	Training and Education
WHERE	Chelan, Washington
WHEN	May 2016
HOW MANY	4
HOW MUCH	$1400

Grant Performance Period September 30, 2015 through September 30, 2017

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

TIMELINE

US Department of Transportation, Pipeline & Hazardous Materials Safety Administration
FFY15 Hazardous Materials Emergency Preparedness Grant

DATE	TASK
September 30, 2015	Start of Grant performance period
September 2016	Conduct Full-Scale Hazardous Materials Planning Exercise
October 15, 2016	Submit Reimbursement Request
October 31, 2016	Submit updated HazMat plan for SERC review
April 15, 2017	Submit Reimbursement Request
July 31, 2017	Update emergency response plan
September 30, 2017	End of Grant performance period
October 31, 2017	Submit **Final** Report and **Final** Reimbursement Request.

BUDGET

US Department of Transportation, Pipeline & Hazardous Materials Safety Administration
FFY15 Hazardous Materials Emergency Preparedness Grant

ITEM DESCRIPTION	MATCH (20% Minimum)	FEDERAL (80% Maximum)	TOTAL COST
Salary/Benefits	$8,680	$3,520	$12,200
Consultants/Contractors	$600	$2,400	$3,000
Goods and Services	$240	$960	$1,200
Travel/Per Diem	$280	$1,120	$1,400
Equipment	$0	$0	$0
Indirect (rate %)	$0	$0	$0
TOTAL PROJECT COST	$9,800	$8,000	$17,800

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

U.S Department of Transportation

Pipeline and Hazardous Materials Safety Administration

Grant Agreement

1. RECIPIENT NAME AND ADDRESS
Washington Military Department,Emergency Management Division
20 AVIATION DRIVE
TACOMA, WA 98430-0001

1A. IRS/VENDOR NO. 916001095

1B. DUNS NO. 808883383

7. CFDA#: 20.703

8. PROJECT TITLE
Washington Military Department, Emergency Management Division, HMEP Program

2. AGREEMENT NUMBER: HM-HMP-0515-15-01-00

3. AMENDMENT NO. 0

4. PROJECT PERFORMANCE PERIOD: FROM 09/30/2015 TO 09/30/2016

5. FEDERAL FUNDING PERIOD: FROM 09/30/2015 TO 09/30/2016

6. ACTION New

TITLE	FEDERAL	NON-FEDERAL	TOTAL
9. PREVIOUS AGREEMENTS	0.00	0.00	0.0(
10. THIS AGREEMENT	322,079.00	100,679.00	422,758.00
11. TOTAL AGREEMENT	322,079.00	100,679.00	422,758.00

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
Training Federal Allocation = 242,234 Planning Federal Allocation = 79,845

GRANTEE ACCEPTANCE		AGENCY APPROVAL	
15. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Ms. Lorri 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-0515-15-01-00	5282XXXDA0	2015	EPGRT01020	322,079.00

Attachment 1

U.S. Department of Transportation
1200 New Jersey Ave, S.E
Washington, D.C.
20590.

Pipeline and Hazardous Material Safety Administration

March 14, 2016

Mr. Robert Ezelle
State of Washington
Military Department Emergency Management Division
TA-20 Building 20
Camp Murray, WA 98430-5122

Subject: Formal Response to the State of Washington Military Department Emergency Management Division request for an Extension of Grant HM-HMP-0515-15-01-00

This letter is to provide the State of Washington Military Department Emergency Management Division with a formal response to your request for an extension of grant HM-HMP-0515-15-01-00, with the current end date of September 30, 2016. The requested new closing date of September 30, 2017 has been granted. An updated Notice of Grant Award will be issued through GrantSolutions to reflect the new performance period. While each grantee has 90 days to submit their final report from the new closing date, it is strongly encouraged to submit the final report as soon as possible.

Thank you for your interest and active participation in PHMSA's Hazmat Grants Program.

Dr. Magdy El-Sibaie
Associate Administrator for Hazardous Materials Safety
U.S. Department of Transportation
Pipeline & Hazardous Materials Safety Administration
1200 New Jersey Ave., S.E.
Washington, DC 20590
HMEP.Grants@dot.gov
202-366-1109

Attachment 1

AWARD ATTACHMENTS

Washington Military Department,Emergency HM-HMP-0515-15-01-00

Management Division

1. Washington Budget Worksheet
2. 2015 HMEP Grants Terms and Conditions
3. 2015 HMEP Grants Expenditures Guide
4. HMEP Grants Best Practices Guide

BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 4040-0006 Expiration Date: 06/30/2014

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Planning Grant	20.703	$		$ $79,845.00	$40,120.00	$ $119,965.00
2. Training Grant	20.703			$242,234.00	$60,559.00	$302,793.00
3.						
4.						
5. Totals		$		$ $322,079.00	$ $100,679.00	$422,758.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total
	(1) Planning Grant	(2) Training Grant	(3)	(4)	(5)
a. Personnel	$ $3,600.00		$	$	$ $3,600.00
b. Fringe Benefits	$1,200.00				$1,200.00
c. Travel	$5,280.00				$5,280.00
d. Equipment					
e. Supplies	$3,200.00				$3,200.00
f. Contractual	$64,900.00	$242,234.00			$307,134.00
g. Construction					
h. Other					
i. Total Direct Charges *(sum of 6a-6h)*	$78,180.00	$242,234.00			$320,414.00
j. Indirect Charges	$1,665.00				$1,665.00
k. TOTALS *(sum of 6i and 6j)*	$79,845.00	$ $242,234.00			$322,079.00
7. Program Income	$		$	$	

SECTION C - NON-FEDERAL RESOURCES				
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8 Planning Grant		$3,720.00	$36,400.00	$40,120.00
9. Training Grant			$60,559.00	$60,559.00
10.				
11.				
12. TOTAL *(sum of lines 8-11)*		$ $3,720.00	$ $96,959.00	$ $100,679.00

SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal			$	$	
14. Non-Federal					
15. TOTAL *(sum of lines 13 and 14)*		$		$	$

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) Grant Program	FUTURE FUNDING PERIODS (Years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. Planning Grant	$125,000.00	$ $125,000.00	$125,000.00	$ $125,000.00
17. Training Grant	$330,000.00	$330,000.00	$330,000.00	$330,000.00
18.				
19.				
20. TOTAL *(sum of lines 16-19)*	$ $455,000.00	$ $455,000.00	$455,000.00	$455,000.00

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	22. Indirect Charges:
23. Remarks:	

PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION

Hazardous Materials Emergency Preparedness Grant Program Catalog of Federal

Domestic Assistance Program No. 20.703

TERMS AND CONDITIONS FISCAL YEAR 2015

General Terms and Conditions of Award

This award by the U.S. Department of Transportation (DOT) Pipeline and Hazardous Materials Safety Administration (PHMSA) is made pursuant to Funding Opportunity Title: "2015 PHMSA HMEP GRANT" Funding Opportunity Number HM-HMP-15-002 and HM-HMP-15-003.

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 electronic signature of the authorized Recipient official shown in blocks 15 and 16 of the NGA, the Recipient agrees to comply with the terms and conditions detailed or referenced below.

The award may only be modified with the approval of the PHMSA Agreement Officer, or any PHMSA staff upon whom the authority is delegated to. See Section 23 for information on the process for requesting prior approval for amendments or modifications to the grant award.

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 or designated representative may suspend, terminate, or take other remedies as may be legally available and appropriate in the circumstances as provided in 2 CFR part 200.

2. Award information

The total amount of funding is shown in block 11 of the NGA. The Recipient is responsible for any commitments or expenditures it incurs in excess of the funds provided by 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 2 CFR § 200.308 and any applicable requirements outlined in this document of terms and conditions, as well as any special terms and conditions in the remarks box of grant award. See Section 23 of this document for more information on the types of actions that require prior approval, and how requests should be submitted.

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. 5116 et seq.
- The regulations outlined at 49 CFR Part 110.
- 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Any other applicable Federal statutes and regulations, including, but not limited to the following:
    - The Recipient must comply with 49 CFR part 20, "New Restrictions on Lobbying." 49 CFR part 20 is incorporated by reference in this award. 49 CFR part 20 is available at 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, or be subject to discrimination under any program or activity receiving Federal financial assistance.
    - The Recipient must comply with 49 CFR part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964." 49 CFR part 21 is incorporated by reference into this award. 49 CFR part 21 is available at: www.gpoaccess.gov/ecfr/ by clicking on Title 49 CFR part 21.
    - The Recipient must comply with 49 CFR part 32, "Governmentwide 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 part 32 is incorporated by reference in this award. 49 CFR part 32 is available at: 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, Territorial or Tribal law.

- The Recipient must immediately notify PHMSA 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 PHMSA staff 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 contained in Box 14 Remarks.
- 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 (NGA block 17) and is the PHMSA official with authority to obligate the Government to the expenditure of Federal funds under this award. The AO is:

Dr. Magdy El-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

Point of Contact (POC) for inquiries

HMEP Grants Program:
HMEP.Grants@dot.gov
(202) 366-1109

7. General recipient responsibilities

In accepting a PHMSA financial assistance award, 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 subrecipients 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 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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

8. Recipient Project Director

The Recipient's Project Director (PD) is the individual designated by the recipient who is responsible for the technical direction of the project. The PD is considered a key person under this award and, pursuant to 2 CFR § 200.308(c), cannot be replaced or disengaged from the project for more than three months, without prior approval by PHMSA. See Section 23 of this document for more information on submitting prior approval requests.

Under the terms of this award, the recipient, through the Recipient's PD, 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.

9. Recipient's Authorized Grantee Official

The Authorized Grantee Official is a person with the Recipient organization who has authority to legally and financially bind the organization. This is the individual listed in box 15 and 16 on the NGA. It is the Recipient's responsibility to follow their agency's policies and procedures for ensuring that authorized officials are up to date, sign the grant agreement, and endorse any prior approval actions.

10. Required Registration in the System for Award Management

Per (Appendix A to 2 CFR part 25), 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/).

The Data Universal Numbering System (DUNS) number is 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).

Unless exempted from this requirement under 2 CFR § 25.110, the recipient must maintain the information in SAM until the final financial report required under this award is submitted or the Recipient receives the final payment, whichever is later. This requires that the Recipient 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.

If the Recipient is authorized to make subawards under this award, it must:

1. Notify potential subrecipients that no entity may receive a subaward from you unless the entity has provided its unique entity identifier to you.

2. Not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

11. Government-wide Debarment and Suspension (Non-procurement)

In accordance with 2 CFR § 200.212 the Recipient and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

The Recipient must also comply with 2 CFR part 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.

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 SAM website located at https://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 part 180, as supplemented by 2 CFR part 1200.

The Recipient must inform PHMSA when the Recipient suspends or debars a contractor or subrecipient.

12. Financial Management and Internal Controls

The Recipient' s financial management system, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award.

In accordance with 2 CFR § 200.302 and 2 CFR§ 200.303 the Recipient' s financial management system must provide for the following:

- Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.

- Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 CFR § 200.327 Financial reporting and § 200.328 Monitoring and reporting program performance.

- Records that identify the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

- Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes. For more information see § 200.303 Internal controls.

- Comparison of expenditures with budget amounts for each Federal award.

- Written procedures to implement the requirements of § 200.305 Payment.

- Written procedures for determining the allowability of costs in accordance with 2 CFR part 200 Subpart E—Cost Principles and the terms and conditions of this Federal award.

13. Payment

Unless otherwise authorized, the HMEP grant program payment is under the reimbursement method. Recipients must comply with all provisions located 2 CFR § 200.305 reflecting payment of grant funds from a Federal agency. The Recipient must maintain financial management systems that meet the standards for fund control and accountability as established in 2 CFR § 200.302.

Payments for allowable costs to Recipients may be withheld during the period of performance if:

(a)The Recipient has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.

(b) The Recipient is delinquent in a debt to the United States as defined in OMB Guidance A-129, "Policies for Federal Credit Programs and Non-Tax Receivables."
While separate depository accounts for grant funds are not required, the Recipient must be able to account for the receipt, obligation and expenditure of funds. Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.

(c) The Recipient is delinquent in submitting required reports or responding to findings and corrective actions listed during the course of monitoring activities.

Delphi eInvoicing System
Each payment request must be made electronically via the Delphi eInvoicing System. Payments will be made after receipt of required modal reporting forms.

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

Grant Recipient Requirements
Grantees must have Internet access to register and submit payment requests through the Delphi elnvoicing system.

Grantees must submit payment requests electronically and DOT Operating Administrations must process payment requests electronically.

System User Requirements
Grantees should contact PHMSA directly to sign up for the system, if they do not currently have a vendor account. PHMSA 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 PHMSA' s Hazmat Grants office with any changes to their system information.

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

Supporting Documentation for Payment Requests

Recipients of HMEP grant funds who request reimbursement payment must access the Delphi system and attach a completed and correct SF-270.

Recipients designated as ***high-risk*** in the special terms and conditions contained in Box 14, Remarks will be required to submit supporting documentation for each requested payment. Supporting documentation may include accounting records, payroll records, travel receipts, subgrant agreements, invoices or other receipts, depending on the object class that is requested.

For all other Recipients, supporting documentation is to be kept on file according to the Recipients internal controls that comprise the grants management and financial management policies and procedures. These documents will be reviewed during the course of monitoring including site visits and desk reviews.

Regardless of risk level, PHMSA reserves the right to request supporting documentation upon receipt of payment requests.

During the normal course of monitoring, PHMSA will perform periodic "spot check" desk reviews of payments and request supporting and/or back-up documentation associated with reimbursement payments. Recipients must comply with these requests for information in a timely manner or may face a delay in receiving future payment.

14. Allowable costs

The allowability of costs incurred by the Recipient will be determined using the OMB cost principles located at 2 CFR Part 200 - Subpart E.

15. Pre-Award Costs

In accordance with 2 CFR § 200.308, Recipients may incur project costs within 90 calendar days before the Federal award. Expenses more than 90 calendar days pre-award require prior approval of the Federal awarding agency. All costs incurred before the PHMSA makes the award are at the recipient's risk (i.e., PHMSA is under no obligation to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs).

16. 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.

17. Matching requirement

Per 49 U.S.C § 5116 (e) The Recipient must provide 20 percent of the allowable direct and indirect planning and training costs of 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 2 CFR § 200.306, including that the costs must meet the same requirements of allowability as apply to HMEP funds.

Recipients are required to maintain documentation of how the matching requirements have been met. This documentation will be reviewed during PHMSA' s regular monitoring schedule of grants. A lack of documentation for the statutory requirements may result in the Recipient being designated high-risk, placed on a corrective action plan, or the recovery of disallowed costs.

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).

18. Financial reporting requirements

Mid-year financial report
Each Recipient is required to submit a mid-year Federal Financial Report (SF-425) to report the status of funds in the approved budget following the quarter ending on March 31, 2016. This report is cumulative. The mid-year report is due no later than 30 days after the end of the reporting quarter. For FY15 HMEP grant awards the mid-year financial report due date will be April 30, 2016.

Each Federal Financial Report (FFR) is required to be submitted through Grant Solutions. Recipients are no longer required to submit individual FFRs for Planning and Training. The Training and Planning costs are to be combined in the FFR. However, under the remarks section (Box 10), Recipients must list the total Federal share for both Planning and Training.

19. Final Report Requirements

The HMEP Final Report is comprised of three components. Each is required to be submitted within 90

days of the period of performance end date. The three components of the final report are as follows:

I. The *Final* Federal Financial Report (FFR), SF-425.

The Final FFR must be used to complete financial reporting for the FY15 grant period. A final FFR should be submitted in Grant Solutions within 90 days of the period of performance end date. Only one Final FFR is to be submitted in Grant Solutions. Recipients are no longer required to submit individual FFRs for Planning and Training. The Training and Planning costs are to be combined in the FFR. However, under the remarks section (Box 10), Recipients must list the total Federal share for both Planning and Training. When completing the Final FFR, Recipients should note that:

- The final amount listed on the Final FFR should match the final amount listed on the Final SF-270, Request for reimbursement.
- There should be no cash on hand listed or unliquidated obligations listed on the Final FFR.

II. HMEP Grant Accountability Questions

Grantees must respond to questions regarding grant-related activities that took place during the period of performance. These questions are divided between two parts, the Report on Authorized Expenditures and the Report on HMEP Grant Accomplishments. PHMSA Hazmats Grants Division staff will email this document to the grantees near the end of the project period.

The HMEP Grant Accountability Questions are to be answered and submitted along with the Final Program narrative to the HMEP Inbox - HMEP.grants@dot.gov.

III. The HMEP Final Program Narrative

The narrative portion of the final report allows the grantee to detail the hazardous materials emergency preparedness Planning and Training activities that were performed during the budget and funded with HMEP grant monies.

The HMEP Final Program Narrative is to be completed and submitted along with the HMEP Grant Accountability Questions to the HMEP Inbox - HMEP.grants@dot.gov.

Summary of Final Report due dates and place of submission:

1. Final FFR - Within 90 days of the end of the period of performance.
   Submitted in GrantSolutions.

2. HMEP Grant Accountability Questions - Within 90 days of the end of the period of performance.

Submitted to HMEP.grants@dot.gov

3. HMEP Final Program Narrative - Within 90 days of the end of the period of performance.
   Submitted to HMEP.grants@dot.gov (along with the HMEP Grant Accountability Questions)

Note: Within 30 days prior to the period performance end date, PHMSA Hazmat Grants Division will

email Recipients with a reminder and provide the template for the HMEP Grant Accountability Questions.

Requests for extension for reporting and effect of late reporting
A request for extension of the due date for a bi-annual report must be made in writing to PHMSA no later than 30 days before the end of the reporting period. The request must include the reason for the request and the requested due date. A request for extension of the due date for a final report must be made in writing by the Recipient' s Authorized Official to the HMEP email box 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.

20. Subaward Requirements

Recipients of HMEP funds must adhere to the requirements outlined at 2 CFR § 200.330 Subrecipient and contractor determinations and 2 CFR § 200.331 Requirements for pass-through entities.

The Recipient must make the proper distinction between contract and a subaward as required by § 200.330.

Subaward - A subaward is for the purpose of carrying out a portion of a Federal award. See 2 CFR § 200.92 Subaward. Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

1. Determines who is eligible to receive what Federal assistance;
2. Has its performance measured in relation to whether objectives of a Federal program were met;
3. Has responsibility for programmatic decision making;
4. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
5. In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

Contract - A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. See 2 CFR § 200.22 Contract. Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the non-Federal entity receiving the Federal funds:

1. Provides the goods and services within normal business operations;
2. Provides similar goods or services to many different purchasers;
3. Normally operates in a competitive environment;
4. Provides goods or services that are ancillary to the operation of the Federal program; and

5. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.

Subaward Management

As outlined at 2 CFR § 200.331 If the Recipient is acting as a pass-through entity, it must:

(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes all relevant information required by 2 CFR § 200.331. This includes:

(1) All applicable subaward information required by 2 CFR § 200.331(a)(1)

(2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.

(3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;

(4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient or a de minimis indirect cost rate as defined in 2 CFR § 200.414 Indirect (F&A) costs.

(5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of 2 CFR § 200.331.

(6) Appropriate terms and conditions concerning closeout of the subaward.

(b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring, which may include consideration of such factors as:

(1) The subrecipient's prior experience with the same or similar subawards;

(2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with 2 CFR part 200 Subpart F—Audit Requirements, and the extent to which the same or similar subaward has been audited as a major program;

(3) Whether the subrecipient has new personnel or new or substantially changed systems; and

(4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

(c) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in 2 CFR § 200.207 Specific conditions.

(d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

(1) Reviewing financial and performance reports required by the pass-through entity.

(2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.

(3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by 2 CFR § 200.521 Management decision.

(e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

(1) Providing subrecipients with training and technical assistance on program-related matters;

(2) Performing on-site reviews of the subrecipient's program operations;

(3) Arranging for agreed-upon-procedures engagements as described in 2 CFR § 200.425 Audit services.

(f) Verify that every subrecipient is audited as required by 2 CFR part 200 Subpart F—Audit Requirements of part 200 when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR § 200.501 Audit requirements.

(g) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

(h) Consider taking enforcement action against noncompliant subrecipients as described in 2 CFR § 200.338 Remedies for noncompliance.

21. Reporting Subawards and Executive Compensation

Reporting of first-tier subawards

Unless you are exempt as provided by Federal law, you must report each action that obligates $25,000 or more in Federal funds for a subaward to an entity.

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, 2015, the obligation must be reported by no later than December 31, 2015.)

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 Executives

Applicability 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.

22. Procurement

Recipients are to follow the procurement requirements at 2 CFR § 200.317 - Procurement by states. When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with § 200.322 Procurement of recovered *materials* and ensure that every purchase order or other contract includes any clauses required by section § 200.326 Contract provisions.

Recipients of HMEP funds must be aware of the procurement requirements required by the State and have documented policies and procedures to ensure compliance with these requirements. PHMSA grants staff may request these policies and procedures to ensure Recipients are following state procurement requirements as part of the overall monitoring process.

23. Changes to the approved application and budget (prior approval actions)

The approved budget for the Federal award summarizes the financial aspects of the project or program as approved during the Federal award process. It must be related to performance for program evaluation purposes whenever appropriate. Recipients are required to report deviations from budget or project scope or objective, and request prior approvals from PHMSA for budget and program plan revisions, in accordance with this section.

Recipients must request prior approvals from PHMSA for the following program or budget-related reasons:

1. Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).
2. Request for approval to engage in programmatic activities that were not detailed in the budget narrative and project narrative.

3. Change in a key person specified in the application or the Federal award (the project director).

4. The disengagement from the project for more than three months by the approved project director or principal investigator.

5. Unless described in the application and funded in the approved awards, the subawarding, transferring or contracting out of any work under a Federal award, including fixed amount subawards as described in 2 CFR § 200.332 Fixed amount subawards. This provision does not apply to the acquisition of supplies, material, equipment or general support services.

6. A request for a one-time extension of the period of performance by up to 12 months. For one-time extensions, the recipient must notify PHMSA in writing with the supporting reasons, the amount of funds unobligated and revised period of performance, at least 30 calendar days before the end of the period of performance specified in the Federal award. The request for extension must be signed or endorsed by an official with authority within the Recipient organization. This one-time extension may not be exercised merely for the purpose of using unobligated balances. Extensions require explicit prior approval from PHMSA. Requests for extension are to be submitted through the HMEP mailbox.

7. The transfer of funds among direct cost categories or programs, functions and activities for Federal awards in which the Federal share of the project exceeds the Simplified Acquisition Threshold ($150,000) and/or the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by PHMSA. No transfer is allowable that would cause any Federal appropriation to be used for purposes other than those consistent with the appropriation. Any request for re-budgeting must be accompanied by a revised SF-424A budget and budget narrative.

Submission of Prior Approval

Prior approvals are to be submitted through either the Grants Portal or the HMEP mailbox depending on the type of request.

Prior approval requests to be submitted through the Grants Portal
https://hazmatgrants.phmsa.dot.gov/activity_request.asp

- Activity Requests for activities that were not detailed in the approved HMEP application
- Activity Requests for or modification of activities (change in scope)
- Activity Requests for rebudgeting (generally accompanied with modification of activities)
- Activity Request for subawarding, or contracting any work under the Federal award, not specifically listed in the application

Prior approval requests submitted through the HMEP mailbox (hmep.grants@dot.gov):

- Request to change project director (point of contact)
- Request for disengagement of project director (point of contact) for more than 3 months
- Request for a no-cost extension of up to 12 months

No-Cost Extension Requests

As allowed for in 2 CFR § 200.308, PHMSA will allow grantees to request a no-cost extension of up to 12 months. This is provided that the grantee:

1. Has an unobligated balance sufficient to carry out the proposed activities
2. Has developed a timeline for carrying out the proposed allowable activities
3. Has the capacity, both programmatically and financially, to manage multiple HMEP fiscal year awards simultaneously

Extension Requests must be submitted to the HMEP mailbox and include:

1. The duration of extension requested. Grantees may request between one and twelve months. The date should be sufficient to complete the proposed activities. Do not request one month if it may take three months to complete. Any activities that take place beyond the extended period of performance will be deemed unallowable. Extension requests beyond 12 months will not be considered. Grantees must provide the proposed end date of the project period.

2. Justification for the need of an extension. Grantees must provide the reason the extension is needed (i.e. delays in awarding sub grants, staff turnover, poor weather, state budget constraints, etc.).

3. Summary and timeline of extension activities. Grantees must submit a brief summary and timeline of events that will take place during the extension period.

Any activities that were not included in the approved budget must follow the prior activity request approval process. These are to be submitted once the extension is approved.

A revised Notice of Grant Award will be issued if the extension is approved. The grantee must electronically accept the revised NGA in Grant Solutions.

This guidance is effective July 1, 2015 for all HMEP grantees. Extension submissions for FY15 HMEP awards may be submitted as early as July 1, 2016 and no later than August 30, 2016.

PHMSA Reply to Prior Approval Requests

- Within 30 calendar days from the date of receipt of the request for budget revisions, PHMSA must review the request and notify the recipient whether the budget revisions have been approved. If the

revision is still under consideration at the end of 30 calendar days, PHMSA must inform the recipient in writing of the date when the recipient may expect the decision.

24. Special Terms and Conditions

As a result of the application review and risk assessment PHMSA may include special terms and conditions in box 14 (remarks) that may supersede the general terms and conditions, in accordance with 2 CFR § 200.207 Specific conditions.

Box 14 Remarks of the NGA may include conditions that must be fulfilled before Recipients may request repayment. Recipients are reminded to check Box 14 for special terms and conditions and submit any outstanding required items.

25. Title to Equipment

Title to equipment purchased or fabricated under this award vests in the Recipient or subrecipients, respectively, unless otherwise specified under 2 CFR § 200.313 Equipment or the special terms and conditions of the grant award.

26. 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.

27. Audit requirements

As required by 2 CFR § 200.501 Audit requirements, Recipients that expend $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of the regulation. Recipients are expected to review and fully comply with the audit requirements formerly located at A-133 and now located at 2 CFR part 200, Subpart F.

28. Record retention and access to records

The Recipient must comply with 2 CFR § 200.333 Retention requirements for records and 2 CFR § 200.336 Access to records.

PHMSA, the Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers,

or other records of the Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Recipient' s personnel for the purpose of interview and discussion related to such documents.

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 a 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.

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

In keeping with 2 CFR§ 200.321 the Recipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

DOT's policy is to award a fair share of contracts to small minority business, women-owned, veteran-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.

30. 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. 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- 888-221-0045 or visit its website at www.trafficsafety.org.

31. 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.

32. 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 part1320 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.

33. 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. 7th Floor
Washington, DC 20590
Phone: 1.800.424.9071

Email: hotline@oig.dot.gov

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

Hazardous Materials Emergency Preparedness Grant Program

FY 2015 Expenditures Guide

PHMSA Hazmat Grants Program
HMEP.Grants@dot.gov
www.phmsa.dot.gov/hazmat/ grants (202) 366-1109

Developed in collaboration with the HMEP Working Group: California Emergency Management Agency Georgia Emergency Management Agency Nevada State Emergency Response Commission Nebraska Emergency Management Agency North Carolina Emergency Management Agency Oregon State Fire Marshal's Office

U.S. Department of Transportation

Pipeline and Hazardous Materials Safety Administration

Pipeline and Hazardous Materials Safety Administration

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Pipeline and Hazardous Materials Safety Administration

1. Introduction

The purpose of Hazardous Materials Emergency Preparedness (HMEP) grants is outlined in 49 CFR §110.1 and is meant for public sector planning and training in support of the emergency planning and training efforts of States, Indian tribes, and local communities to deal with hazardous materials emergencies, particularly those involving transportation. These grants will enhance the implementation of §301 and §303 of the Emergency Planning and Community Right-to-Know Act of 1986.

Through your participation in the HMEP grant program, PHMSA's intent is to improve the availability and effectiveness of hazmat response and planning, and reduce the risks associated with the bulk transport of crude oil, and other hazardous materials, throughout the United States.

To advance PHMSA's mission, HMEP grants are used to:

- Develop, improve, and implement emergency plans
- Train public sector hazardous materials (hazmat) emergency response employees to respond to accidents and incidents involving hazardous materials in transportation
- Determine flow patterns of hazardous materials within a state and between states
- Determine the need within a state for regional hazardous materials emergency response teams
- Other purposes deemed appropriate by the Secretary of the US Department of Transportation

The information contained in this document is provided for guidance to administer the HMEP grant program and is effective for FY15 grant awards. Examples of allowable activities provided in this document are not all-inclusive, and the absence of a specific activity does not preclude its possible approval. Conversely, all proposed activities will be considered based on the proposed budget costs allocable to the approved project in accordance with 2 CFR 200, Subpart E, Cost Principles. This guidance supersedes all previous versions.

The purpose of this HMEP Expenditures Guide is to help grantees effectively administer their programs by providing:

- Examples of allowable, conditionally allowable, and unallowable activities, for reference only

General Guidelines:

- Allowable expenditures are those that are: reasonable, necessary, and allocable to the approved project according to 2 Code of Federal Regulations (CFR) Part200 and, and included in the Notice of Grant Award (NGA).

The following items require prior approval and the submission of the Hazmat Grant Activity Request Form to PHMSA which is one of the options of the HMEP Grants Portal at https://hazmatgrants.phmsa.dot.gov:

- New activities.

- Change requests to activities or budgets with details regarding proposed activities, cost analysis, justification, and budget updates.

Requests for reimbursement must be submitted via the Delphi eInvoicing System with the OMB SF-270, Request for Advance or Reimbursement. . For new users, please coordinate with your assigned Grant Specialist for access.

Questions and other inquiries should be directed to your assigned Grant Specialist or via e-mail at: HMEP.Grants@dot.gov.

2. General Expenditures

Examples of allowable general expenditures that do not fall under planning or training grant expenditures are listed below.

Allowable General Expenditures
Grants Management Courses
Continuing Education Specific to Grants Management Functions

3. Planning

3.1 Allowable Planning Expenditures

Enhancing HazMat Plans
Developing, improving, and implementing emergency plans required under the Emergency Planning and Community Right-to-Know Act of 1986
Workshops, drills, and exercises associated with hazmat emergency plans
Risk assessments to enhance plans
Capability assessments that evaluate the ability for first responders, NGOs, and other involved stakeholders to respond to a hazmat emergency
Gap analysis to enhance planning objectives
Improving interagency interoperability to better respond to and mitigate hazmat incidents
Determining commodity flow transportation patterns of hazmat and developing and maintaining a system to keep such information current
Assessing the need for regional hazmat emergency response teams
Providing technical staff to support planning efforts
Aerial photography for use with Commodity Flow Study research
Planning Courses
Courses aimed at developing, improving, and implementing emergency plans under the Emergency Planning and Community Right-to-Know Act (EPCRA) sections 301 and 303 (42 USC 116)
Hazmat transportation emergency preparedness and response courses
Hazmat risk analysis
Commodity Flow Study courses
Regional Response Strategy Selection courses
Equipment and Supplies[1]
Computer equipment dedicated to HMEP Grant activities (use for operations purposes not allowable)
Supplies and equipment required for HMEP-funded exercises and activities

[1] The Federal definition of equipment is defined as tangible, non-expendable personal property with a unit acquisition cost of $5,000 or more (unless State policy sets a lower threshold) and with a useful life of more than one year. When calculating the cost of the property, it includes any accessories needed to make it operational. Any items not meeting this definition should be shown as "supplies," e.g., computers must be shown as "supplies," based on their acquisition cost.

3.1 Allowable Planning Expenditures, concluded

Conferences and Meetings
National Association of SARA Title III Program Officials (NASTTPO)
Statewide conference emphasizing Hazmat emergency response capabilities, collaboration, networking, and planning opportunities for responders, particularly those related to transportation
Regional hazmat conferences and workshops, specifically those related to transportation
Hazmat Continuing Challenge, (www.hazmat.org) The Continuing Challenge provides safe response training for all emergency responders to hazardous materials incidents affecting transportation, public health and the environment. This annual Workshop is attended by HazMat responders from across the globe and is held every September in Sacramento, CA.
Hot Zone, www.hotzone.org The HOTZONE Committee is composed of representatives from the local, state, and federal levels of the HAZMAT response community serving Federal Region 6. This annual training conference provides HAZMAT technical training and promotes professional relationships within Region 6 to meet the unique needs of this region.
TRANSCAER®, www.transcaer.com TRANSCAER® (Transportation Community Awareness and Emergency Response) is a voluntary national outreach effort focusing on assisting communities with preparing for, and responding to, possible hazmat transportation-related incidents. TRANSCAER® educates emergency responders and their communities and includes safety training cars from the Firefighters Education and Training Foundation.
International Association of Fire Chiefs (IAFC), International Hazmat Conference, www.iafc.org The IAFC hosts the International Hazardous Materials Response Team Conference, which presents "what's new in hazmat" and how it impacts today's hazmat teams on the job.
Midwestern Hazmat Conference, http://www.emerysafety.com/mhmrc/index.html Two-day conference on hazmat and related response training presented by instructors in the hazmat response community.
Fire Department Instructors Conference (FDIC), http://www.fdiconlineevent.com Comprehensive training for all levels of fire service practitioners with more than 24 hands-on training evolutions, 34 pre-conference workshops, and more than 160 classroom presentations.
FRI (Fire Rescue International), http://fri.iafc.org/ Presented by the IAFC, Fire Rescue International (FRI) annually brings together more than 13,000 fire and emergency service leaders from across North America and around the globe for 5 days of networking, learning, and collaboration.
Other
Hazmat publications for permanent collections, such as the NFPA 472 guide

3.2 Conditionally Allowable Planning Expenditures

Examples of conditionally allowable planning expenditures are listed below.

LEPC meeting expenses – Conditions include: LEPC meeting expenses are allowable when pertaining to HMEP
Hospital Drills – Conditions include: Decontamination from a transportation incident (radiological, chemical, or other hazmat)

Emergency Operating Center (EOC) Leadership Exercises – Conditions include: Leadership exercises for events concerning hazmat preparedness and response
Title III Software (e.g., CAMEO/PEAK/PLUME) – Use of software must be tied to planning for hazmat transportation related accidents/incidents.
Fixed-facility hazmat preparedness – Conditions include: Exercises and plans that include transportation of materials to and from fixed-facilities; exercises that test the same capabilities that would be used to respond to a hazmat transportation incident
Food or refreshments – Conditions include: Working lunches for exercises or planning sessions that extend hours before and after lunchtime, or that are in remote locations where food establishments are not in close proximity.
Exhibitors for Outreach and Preparedness Booths - Activity must tie-in to hazardous materials transportation.

3.3 Unallowable Planning Expenditures

Examples of unallowable planning expenditures are listed below.

Natural Disaster Exercises (e.g., Urban Avalanches, Pandemic Flu, Cruise Ship, Wildfire, Earthquake)
All-Hazards Warning System Drills
Joint Terrorism Task Force (JTTK) Exercises
Tier II Chemical Inventory Reports
Tier II Databases
WebEOC (EOC-Emergency Operations Center) mapping
Public Officials Conference that does not have a tie-in to hazardous materials transportation
Town-wide alert system
Development and distribution of a Hazmat Calendar

3.3 Unallowable Planning Expenditures, concluded

Expenses counted as match funds toward another Federal grant program or cooperative agreement
Entertainment costs
Foreign travel
Expenses counted as match funds toward another Federal grant program or cooperative agreement
Purchase of cell telephone(s), except for administration of the HMEP grant at the state level
Any costs disallowable or stated as ineligible in 49 Code of Federal Regulations (CFR) Part 110 Final Rule
Any cost specifically prohibited in the General Terms and Conditions of the award, or Special Terms and Conditions listed on the NGA (Remarks section).

Pipeline and Hazardous Materials Safety Administration

4. Training

4.1 Allowable Training Expenditures

Examples of allowable training expenditures are listed below.

General Training Expenditures
Reimbursement for instructor(s) and trainees for tuition and travel expenses (lodging and per diem) to and from a training facility
Facility rental cost reimbursement
Expenses associated with training, such as staff to support the training effort, evaluation forms, etc.

National Fire Protection Association (NFPA) 472 or Occupational Safety And Health Administration (OSHA) 29 CFR 1910.120 Competency Requirement Suggested Courses
Hazmat Incident Command System (ICS), includes the following courses: - ICS-100: Introduction to the Incident Command System - ICS-200: Incident Command System for Single Resources and Initial Action Incidents - ICS-300: Intermediate Incident Command System - ICS-400: Advanced Incident Command System
Hazmat Awareness, Operations, Technician, Specialist, and Refresher Courses
Hazmat Incident Commander
Hazmat Officer/Safety Officer
Industrial Fire Fighting- (rail yards, fuel transfer facilities, and ports)
Confined Space Rescue
Hazmat Basic Life Support/Advance Life Support
Chemistry for Emergency Responders
Marine Operations - Ship-board rescue, firefighting, and hazmat
Airport Rescue Fire Fighting (aircraft response and rescue)
Explosive Ordinance Disposal/Explosives in transportation
Radiological (sources in transportation, but not Weapons of Mass Destruction.)
Tank Car Specialty

Pipeline and Hazardous Materials Safety Administration

4.1 Allowable Training Expenditures, continued

National Fire Protection Association (NFPA) 472 or Occupational Safety And Health Administration (OSHA) 29 CFR 1910.120 Competency Requirement Suggested Courses, concluded
Intermodal Tank Specialty
Marine Tank Vessel Specialty
Flammable Liquid Bulk Storage
Flammable Gas Bulk Storage
Radioactive Material Specialty in Transportation
First Receiver Awareness Training
Explosive Ordinance Disposal/Explosives in transportation
Crude Oil Training
Cargo Tank Specialty
Other Allowable Training Course Examples
Ammonia, Ethanol, Chlorine Response
Alternative Fuels, used in transportation
Developing a Plan of Action
Chemistry of Hazmat-Part I/II
Surveying a Hazmat Incident
General Competencies
Level A/Level B Personal Protective
ID of Methods and Procedures
Hazmat for Emergency Management System (EMS)
Hazmat for Dispatcher
Hazmat Containers
Hazardous Materials Monitoring Refresher
Hazmat Level B Dress-out and Decon
Hazmat Technical Decon Refresher
Hazmat Containment and Control
Haz-Cat Training

4.1 Allowable Training Expenditures, continued

Other Allowable Training Course Examples, concluded
Pipeline Training
Haz Mat IQ Training (Above and Below the line, Advanced IQ & Tox Medic)
Emergency Medical Technician (EMT) Training for hazmat
Employee Hazmat Emergency Response Readiness Training
Creating and maintaining hazmat emergency response training websites
CAMEO Training, particularly that related to transportation
TRANSCAER® (travel and necessities* for physical needs and comfort of trainers and training recipients) * Necessities, by ownership or rental, for the physical needs and comfort of the participants and training recipients such as, but not limited to: classroom tents, tables, chairs, water coolers, portable toilets, wash stations, public address systems, generators, fuel for generators, waste management, and outdoor fans; projectors and screens, video recording services; safety gloves, safety glasses; pens, pencils, books, brochures, certificates; administrative services, advertising costs, trainer fees; and instructor accommodations, travel, and meals.

Allowable Training Equipment, Supplies and Materials
Computer equipment used exclusively for activities allowable under this HMEP Grant (e.g., approved computer-based training activities).
Rental equipment necessary to provide specific training, whether consumed in the training (e.g., this isn't equipment) or otherwise (e.g., a training suit). In most cases, equipment costs are expected not to exceed 5 percent of the total cost of the grant awarded and must be fully justified.
Publications, manuals, and other materials necessary to provide training and are used by instructor(s) and trainees--where appropriate, this may include the printing and copying of such materials and any cost of distributing these materials (such as mailing the materials to trainees in advance of the first training session).
Simulation software for training courses
Hazmat training suits for specific transportation related exercises
Firefighting foam for specific transportation related exercise

4.1 Allowable Training Expenditures, concluded

Conferences
NASTTPO (National Association of SARA Title III Program Officials)
Statewide conference emphasizing Hazmat emergency response capabilities, collaboration, networking, and planning opportunities for responders.
Regional hazmat conferences and workshops
Hazmat Continuing Challenge
HOTZONE or COLDZONE
IAFC International Hazmat Conference
Midwestern Hazmat Conference
Fire Department Instructor's Conference

4.2 Conditionally Allowable Training Expenditures

Examples of conditionally allowable training expenditures are listed below.

Emergency Operating Center (EOC) Leadership Training – Conditions include: Training must focus on EOC leadership concerning hazmat preparedness and response
Title III Software to assist with transportation related planning exercises
Fixed-facility hazmat training – Conditions include: Training that includes transportation of materials to and from fixed-facilities; training that addresses the same capabilities that would be used to respond to a hazmat transportation incident
Food or refreshments – Conditions include: Working lunches for training that extends hours before and after lunch or that are in extremely rural locations where food establishments are not in close proximity.

4.3 Unallowable Training Expenditures

Examples of unallowable training expenditures are listed below.

Courses not related to hazmat emergency response
Emergency Preparedness Presentation to Child Care Providers
School Violence Prevention
Weapons of Mass Destruction (WMD) Terrorism courses
Weapons of Mass Destruction (WMD) Radiological Training
Pandemic Flu Exercises
Joint Terrorism Task Force (JTTF) Exercises
Equipment for the purpose of response operations, such as: - Self-Contained Breathing Apparatus (SCBA) - PPE (Personal Protective Equipment) - Monitoring Equipment
Overtime of trainees and any other employees who "backfill" positions of trainees during the period of training.
Expenses counted as match funds toward another Federal grant program or cooperative agreement.
Entertainment costs
Purchase of cell telephone(s), except for administration of the HMEP grant at the state level.
Any costs disallowable or stated as ineligible in 49 Code of Federal Regulations (CFR) Part 110 Final Rule.
Any cost specifically prohibited in the General Terms and Conditions of the grant award, or identified as a Special Terms and Conditions listed on the NGA (Remarks section).

5. Grant Specifics

Requests for Reimbursement

Requests for reimbursement must include a SF-270 that can be accessed online via the Delphi eInvoicing System or uploaded if the online SF-270 is not operational. Some grantees may be required to submit supporting documentation for payment requests. If this is the case, a special term and condition will be listed on the NGA indicating this status. PHMSA may request additional substantiation for supporting reimbursement payments at any time. Reimbursement may not be made for a project plan unless approved by PHMSA either in the application or via Activity Request. Grantees are to keep supporting documentation on file in accordance with their internal policies and procedures. While supporting documentation may not be required for every payment, it may be requested during the course of PHMSA's ongoing monitoring process. A lack of supporting documentation on file may result in questioned or unallowable costs.

Matching Funds

Grantees (State and Tribes) are required to provide the 20% match and may use the following[2]:

- Cash (hard-match),
- In-kind contributions Soft match
- A combination of in-kind or soft match plus hard-match to meet this requirement.

Grantees may use matching funds from all seven object classes. Examples include: salary[3]; equipment or supply purchase; space usage; the value of a participant's time during an allowable activity; or the dollar value of a grant-related activity or purchase.

Grantees must continually examine funding priorities to ensure that activities and/or expenditures counted as matching towards the planning grant are used for allowable planning-related activities. Conversely, activities and/or expenditures counted as matching towards the training grant should be used for allowable training-related activities.

Percent of Funds for Planning and Training

At least 75% of funds provided for planning must be made available to LEPCs for developing, improving, and implementing emergency plans. At least 75% funds allocated for training must be made available for the purposes of training public sector employees employed or used by political subdivisions.

A grantee must expend and account for grant funds in accordance with their State laws and procedures for expending and accounting for its own funds while ensuring that the administration and coordination of this grant program does not exceed the remaining 25% of the funds after 75% allocation is made available to LEPCs and public sector employees.

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[2] The requirement to provide a 20% match for the Planning and Training (direct and indirect) costs of all activities covered under the grant award program with non-Federal funds is waived for "Insular Areas" which include the Virgin Islands, Guam, American Samoa, the Trust Territory of the Pacific Islands, and the Government of the Northern Mariana Islands in order to minimize the burden caused by the existing application and reporting procedures.

[3] 2 CFR Section 200.430(i) requires that all salaries and wages charged to a Federal award be documented to accurately reflect the work performed for the award. Salaries and wages used to meet cost-sharing or matching requirements must be treated in the same manner as salaries and wages directly charged to an award.

Pipeline and Hazardous Materials Safety Administration

The Uniform Guidance provides greater clarity to the role and expectations for pass-through entities conducting oversight of subrecipients. The Uniform Guidance expands on the responsibilities of pass- through entities by providing for a more robust system of oversight and monitoring. (See Section 200.330 and Section 200.331)

Audits

Recipient agencies are responsible for obtaining audits in accordance with 2 CFR 200 Subpart F. Audits must be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits. PHMSA may audit a recipient agency at any time.

HMEP Working Group Participants:

California Emergency Management
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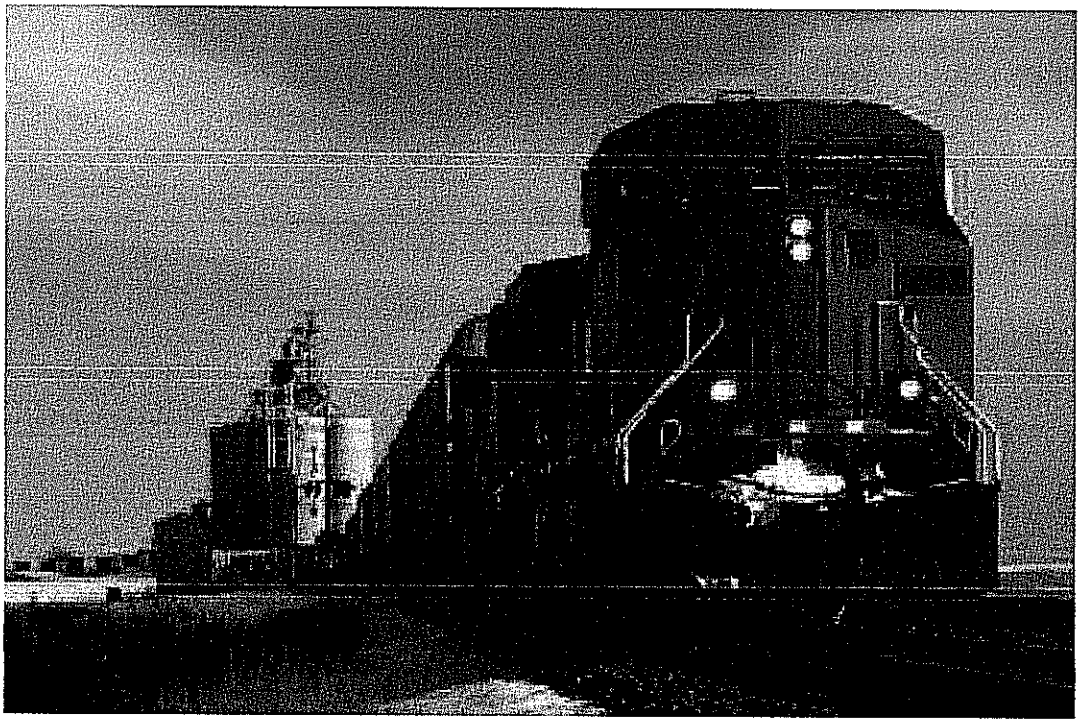
Hazardous Materials Emergency Preparedness Grant Program Best Practices Guide



Pipeline and Hazardous Materials Safety Administration (PHMSA)
Hazmat Grants Program www.phmsa.dot.gov/hazmat/grants
HMEP.Grants@dot.gov
(202) 366-1109

Developed in collaboration with the HMEP Working Group:

- California Emergency Management Agency
- Nevada State Emergency Response Commission
- Nebraska Emergency Management Agency
- North Carolina Emergency Management Agency
- Oregon State Fire Marshal's Office

U.S. Department of Transportation
Pipeline and Hazardous Materials Safety Administration

Introduction

Hazardous Materials Emergency Preparedness (HMEP) grants are used to develop, improve, and implement emergency plans, and train public sector hazardous materials (hazmat) response employees. This best practices guide was compiled, in part, by users of HMEP grants at the state and local levels, as well as grant administrators at PHMSA. The intent of this guide is to list examples of best practice projects from several grant recipient states that are within allowable costs as outlined by PHMSA. It also was established as a supplement for states attempting to acquire planning or training monies.

This guide does *not* supersede or replace expenditures guidance and should *not* be considered a replacement for activities in your application.

Always seek guidance from your individual Grant Specialist for specific questions and activities related to your state or Native American Indian tribe. Examples within this guide may not apply to every user and should be considered as *examples* only, and include the following topics:

- **Pre-award** — items occurring in the planning stages of the grant.
- **Post-award** — examples of projects completed after a Notice of Grant Award (NGA) has been signed.
- **Award Close-out** — activities that help states close out their grant.
- **Additional Guidance** — items not covered in a specific grant phase category.

Best Practice Examples

Pre-award

Activities that have aided states when creating a grant management plan.

Sub-Award Applications – Several states have created a sub-award notification to send to Local Emergency Planning Committees (LEPCs). This allows the State Emergency Response Commission (SERC) and State Administrative Agency (SAA) to establish the amount requested by the LEPC and to plan accordingly when applying to PHMSA. In this notification, sub-grantees are made aware of the priorities for that funding year. Grant notifications can be sent to the LEPCs prior to the Federal award notification, which will allow the state a better idea of expected amounts requested by LEPCs. Example: "This year's priority is to gain knowledge on commodity flow relating to crude oil transport."
Contingency Planning for Grant Dollars – California's HMEP grant application includes a list of contingencies for surplus monies USDOT may have following a grant cycle, thus, their plan has been reviewed and approved in advance. This contingency plan also allows the state to pick up a secondary project if one previously outlined in the application falls through.
Other Pre-award Activities – States are required to involve their SERC in creating and reviewing their HMEP application. States that involve their SERC in activities beyond what is required, such as those that use their SERC to help in hazmat planning, typically use a higher percentage of funds than those with SERCs not actively engaged in the process.

Post-award

Activities that have helped states manage the grant and sub-award monies to LEPCs.

Training Tracking – Texas uses an on-line system "preparingtexas.org" to track classes, registrations, and certificate prerequisites that allows easier end-of-year reporting.
Emergency Plans – Emergency plans are being updated and revised nationwide using HMEP monies. For example, an LEPC in one state hires an outside contractor to develop or update its LEPC Hazardous Materials Emergency Response Plan. Another state uses HMEP monies for the salary of planning staff that help write emergency plans.
Regional Projects – States that use and develop regional projects (such as commodity flow studies, hazmat plan updates, and specialized hazmat training) were able to increase LEPC productivity and chemical awareness. For example, Region 7 EPA sponsors a four-state

regional conference where LEPCs and first responders gather to learn from their neighboring states. With prior approval from PHMSA, each state supports the conference using HMEP monies for conference registration fee and instructor/facilitator fees. California sponsors a portion of the audio-visual costs for two state-wide hazmat workshops each year, and provides funding for registration fees for LEPC members. Additionally, they are facilitating the contract for a state university to conduct a multi-year LEPC regional plan update effort.

Final Reports – PHMSA must report to Congress annually and pulls information from states' final reports. States must complete the final report in its entirety. For that reason, it is important to establish effective sub-grantee monitoring practices.

Sub-grantee Monitoring – Best practices for monitoring sub-grantees include:

- Developing a detailed agreement that defines expectations and roles of both parties.
- Clarifying expectations on frequencies of reporting and other requirements.
- Identifying needs and investing time to orient and train sub-grantees; providing training on requirements consistently and continuously; and providing assistance as needed.
- Conducting continuous and scheduled monitoring using appropriate methods and tools.
- Checking for anything unallowable, unnecessary, or unsupported.
- Checking for non-compliance with grant and regulatory requirements, policies, and procedures.
- Checking for weaknesses that affect safeguarding of funds and grant compliance such as in systems, policies, procedures, and practices.

Reimbursement Request – Submitting reimbursement requests within 30 days of expenditures is fiscally responsible, and enables PHMSA to better monitor grantee use of funds.

Soft Matches – Examples include:

- Time attending conferences and trainings (though it cannot be used as a match if participant is being paid for attending training).
- Volunteer first responders' attendance to an approved HMEP activity/project or training can be used as match (time should be based on a reasonable rate in which the grantee has determined by use of a formula or other method).
- Equipment donated by a third-party.
- With prior approval, program income, other than state hazmat fees, may be used to meet the cost sharing or matching requirement of the Federal award. The amount of the Federal award remains the same.

O If an activity/project is unallowable under the HMEP Grant Program, then you are unable to use anything attached to it as a match.

O State fees collected in reference to hazmat transportation are not allowed to be used as a match.

Award Close out

Activities that have helped states close out their grant.

Due Dates – Establish due dates for subgrantees to complete activities and submit invoices to allow states to reallocate funds prior to close-out.

Additional Guidance

Combined Training Efforts – Hazmat dispatch training, first responder awareness, and operations-level training are conducted in a one-week time frame. This allows more training to be offered in a shorter time period to a larger audience. Six weeks following initial training, a hazard analysis is conducted to assist in writing a hazard mitigation plan and discuss transportation surveys. Twelve weeks following the initial training, a first on-scene operations and site incident command training is offered. This is all concluded with a table top exercise and a revision of the response plan.
Commodity Flow Studies – Several grantees use commodity flow studies to determine the planning and training needs in their states. Studies can be focused on a small, rural area or a state-wide project similar to the project completed in 2014 by North Carolina, which was completed throughout a 5-year period.
Conferences and Symposiums – States have supported state-wide conferences and symposiums AND combined states' efforts to host multi-state conferences.
Standard Operating Procedures – Maintain institutional knowledge by creating Standard Operating Procedures (SOPs). The SOPs should reflect the grantees internal controls as required by 2 CFR 200.303.
Grants Management Training – Key grantee officials (those responsible for submitting Financial Status Reports) partake in annual grant administration training covering financial and programmatic requirements as well as fraud awareness. This could be implemented via an on-line training program that should administer a follow-up test ensuring recipients' understanding of basic requirements, as well as tracking the recipient's training completion. This training is an allowable expense under the HMEP grant for key grantee officials.
Public-Private Partnership – Georgia has partnered with the Association of Fire Chiefs and the Public Safety Training Center to develop and deliver specialized pipeline emergency response training to first responders. Trainings are delivered to LEPCs across the state. HMEP monies may be used to support travel costs and Emergency Planning and Community Right-to-Know Act (EPCRA) guidance.

TRANSCAER™ – Allowable training that many states support. Costs could be accrued as an exercise expense and could include fuel, foam, etc.

HMEP Working Group Participants

California Emergency Management
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2 CFR Part 200 Subpart F Audit Certification Form

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

Contact Information	
Subrecipient Name (Agency, Local Government, or Organization): Pend Oreille County	
Authorized Chief Financial Officer (central accounting office): Marianne Nichols	
Address: 101 S. Garden Avenue Newport, WA 99156	
Email: mnichols@pendoreille.org	Phone #: 509-447-3185

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

Directions: As required by 2 CFR Part 200 Subpart F, non-federal entities that expend $750,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If 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 and every fiscal year thereafter until the grant agreement is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

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

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

- ☒ We did not expend $750,000 or more of *total* federal awards during the fiscal year.
- ☐ We are a for-profit agency.
- ☐ We are exempt for other reasons (describe):

However, by signing below, I agree that we are still subject to the audit requirements, laws and regulations governing the program(s) in which we participate, that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees, and that 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 Subpart F
(Complete the information below and check the appropriate box)

- ☒ We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] 5/29/2015 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 or provide the state auditor report number: 1015204.

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

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

- ☐ Our completed 2 CFR Part 200 Subpart F 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 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 award funds from the Department until the grant agreement is closed.

Signature of Authorized Chief Financial Officer: Jill Shacklett for Marianne Nichols Date: 6/29/16

Print Name & Title: Jill Shacklett, Finance Manager for M. Nichols

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Pend Oreille County

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☑ Other (see instructions) ▶ local government

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
PO Box 5015

Requester's name and address (optional)

City, state, and ZIP code
Newport, WA 99156

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
9 1 - 6 0 0 1 3 5 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Jill Drachtt Date ▶ 6/29/16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

FFATA FORM

Subrecipient Agency: Pend Oreille County	
Grant and Year: 15HTMEP	**Agreement Number:** E16-209
Completed by:	509 447-3731
Name *Title*	*Telephone*
Date Completed:	

STEP 1				
Is your grant agreement less than $25,000?	YES ☐	STOP, no further analysis needed, GO to Step 6	NO ☑	GO to Step 2
STEP 2				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES ☐	GO to STEP 3	NO ☑	STOP, no further analysis needed, GO to Step 6
STEP 3				
In your preceding fiscal year, did your organization receive $25,000,000 or more in federal funding?	YES ☐	GO to STEP 4	NO ☐	STOP, no further analysis needed, GO to Step 6
STEP 4				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES ☐	STOP, no further analysis needed, GO to step 6	NO ☐	GO to STEP 5

STEP 5	
Executive #1	Name:
	Total Compensation amount: $
Executive #2	Name:
	Total Compensation amount: $
Executive #3	Name:
	Total Compensation amount: $
Executive #4	Name:
	Total Compensation amount: $
Executive #5	Name:
	Total Compensation amount: $

STEP 6

If your organization does not meet these criteria, specifically identify below **each** 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: John Boggs **Date:** July 5, 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.html
http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf
http://www.grants.gov/

FFATA PROVISIONS AND INSTRUCTIONS
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

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.

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.

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.

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.

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. 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. Your organization must have a Data Universal Numbering System (DUNS) number obtained from the firm Dun and Bradstreet (D&B) (www.dnb.com). A DUNS number provides a method to verify data about your organization. D&B is responsible for maintaining unique identifiers and organizational linkages on behalf of the Federal Government for organizations receiving Federal assistance.

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:

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

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.

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.

Washington Military Department Contract Number:_____

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME		Doing business as (DBA)	
ADDRESS	**Applicable Procurement or Solicitation #, if any:**	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #:
This certification is submitted as part of a request to contract.			

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

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

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

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

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

Bidder or Contractor Signature: _____ Date: 7/5/16

Print Name and Title: JoAnn Boggs DD, DEM

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

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

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

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

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

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

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

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

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

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

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.