

L-2015-6

SPOKANE COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT AND PEND OREILLE COUNTY IN CONJUNCTION WITH FY 2014 HOMELAND SECURITY GRANT PROGRAM

1. Grantee: County: Pend Oreille, Address: PO Box 5035, City, ST Zip: Newport, WA 99156
2. Contract Amount: \$ 19,550.00
3. Tax ID#
4. DUNS#

5. Grantee Representative: County Contact Name: JoAnn Boggs, Title: EM Director, Address: PO Box 5035, City, ST Zip: Newport, WA 99156, Phone: 509. 447.3731, Email: JBoggs@PendOreille.org
6. County's Representative: Christopher Barnes, HLS Grants Administrator, Spokane County Department of Emergency Management, 1121 W Gardner Ave., Spokane, WA 99201, 509-477-3007, cbarnes@spokanecounty.org

7. Grant ID #: SDEM-1417
8. Original Grant ID#: E15-115
9. Start Date: 9/1/2014
10. End Date: 5/31/2016

11. Funding Source: [x] Federal []

12. Federal Funds (as applicable): MW-2014-SS-000216-S01
CFDA #: 97.067 - HSGP
Federal Agency: U.S. Department of Homeland Security

13. Contractor Selection Process: (check all that apply or qualify)
[] Sole Source
[] A/E Services
[] Competitive Bidding
[x] Pre-approved by Funder
14. Contractor Type: (check all that apply)
[] Private Organization/Individual
[x] Public Organization/Jurisdiction
[] VENDOR
[x] SUBRECIPIENT
[x] Non-Profit [] For-Profit

15. Grant Purpose: Program Objectives: The FY 2014 Homeland Security Grant Program (HSGP) plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. The FY 2014 HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together these grant programs fund a range of preparedness activities, including planning, organization, equipment purchase, training, Exercises, management and administration. The GRANTEE's preparedness activities (scope), budget, and timeline (schedule) are detailed in Exhibits A, B and C.

16. IN WITNESS WHEREOF SPOKANE COUNTY and the GRANTEE, acknowledge and accept the terms of this AGREEMENT, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereto, and have executed this AGREEMENT as of the date and year written below. This AGREEMENT Face Sheet; Work Plan/Approved Projects (Exhibit A); Budget (Exhibit B); Timeline (Exhibit C); and all other documents, exhibit 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 understandings, oral or Otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the parties hereto.

FOR THE GRANTEE:
Signature: Stephen Kiss
Date: 2/2/2015
Name: Stephen Kiss
Title: Commission Chair

FOR SPOKANE COUNTY:
Signature: Edward Lewis
Date:
Name: Edward Lewis
Title: Dept. Dir. Spokane DEM

(FACE SHEET)

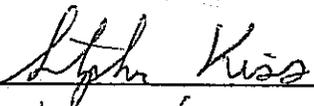
SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

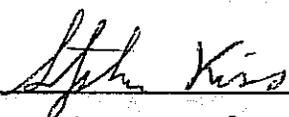
Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION Pend Oreille County Department of Emergency Management	DATE SUBMITTED February 2, 2015
PROJECT DESCRIPTION FY14 SHSP	CONTRACT NUMBER SDEM-1417/E15-115

1. AUTHORIZING AUTHORITY

SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Stephen Kiss	Chair, Board of Commissioners 12/31/2016
	Mike Manus	Vice Chair, Board of Commissioners 12/31/2018

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Stephen Kiss	Chair, Board of Commissioners 12/31/2016
	Mike Manus	Vice Chair, Board of Commissioners 12/31/2018

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

SIGNATURE	PRINT OR TYPE NAME	TITLE
	JoAnn Boggs	DEM Deputy Director
	Steve 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.

GENERAL TERMS AND CONDITIONS

SECTION NO. 1: SERVICES

GRANTEE shall provide those services set forth in the Work Plan attached hereto as Attachment "A" and incorporated herein by reference.

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

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

While the COUNTY undertakes to assist the GRANTEE with the project/statement of work/work plan (project) by providing funds pursuant to this AGREEMENT, the project itself remains the sole responsibility of the GRANTEE. The COUNTY undertakes no responsibility to the GRANTEE, 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 GRANTEE, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

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

SECTION NO. 3: HOMELAND SECURITY GRANT PROGRAM SPECIFIC REQUIREMENTS

- A. The FFY 2014 Homeland Security Grant Program stipulates for overall grant funding:
1. Up to 5 percent of Homeland Security Grant Program funds awarded may be used for management and administrative purposes directly related to administration of the grant.
 2. At least 25 percent of the combined Homeland Security Grant Program funds allocated under SHSP and UASI are dedicated towards law enforcement terrorism prevention activities (LETPA). The LETPA allocation can be from SHSP, UASI or both.
 3. Personnel expenses may not exceed 50 percent of the HSGP award.

- B. Percentages applicable to the GRANTEE under this AGREEMENT may differ from the above overall FFY 2014 HSGP grant stipulations as the requirements apply to the overall grant program :
1. The AGREEMENT amount for management and administration purposes may vary, but the GRANTEE must not exceed the amount identified on the Budget Sheet.
 2. The AGREEMENT LETPA percentage may vary, but the GRANTEE must meet the percentage identified on the Budget Sheet as a minimum.
 3. The AGREEMENT amount for personnel expenses may vary, but the GRANTEE must not exceed the amount identified on the Budget Sheet.
- C. Use of HSGP funds must be consistent with and supportive of implementation of the State Homeland Security Strategy.
- D. SHSP-funded projects must address the identified planning, organization, equipment, training, and exercise needs to prevent, protect against, respond to, and recover from acts of terrorism and other catastrophic events. In addition, SHSP projects are to support the implementation of the National Preparedness Guidelines, the National Incident Management System, the National Response Framework, the National Strategy for Information Sharing, the National Infrastructure Protection Plan, and the State Preparedness Report.
- E. UASI-funded projects must address the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and assists them in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.
- F. OPSG-funded projects must enhance cooperation and coordination among local, tribal, territorial, state, and federal law enforcement agencies in a joint mission to secure the United States' borders along routes of ingress from international borders to include travel corridors in States bordering Mexico and Canada, as well as States and territories with international water borders.
- G. The GRANTEE shall use HSGP funds only to perform tasks as described in the GRANTEE'S Work Plan contained in "Attachment A" approved by the COUNTY and the Washington State Military Department.
- H. Exercises should be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). Upon completion of the exercise, an After Action Report and an Improvement Plan must be prepared and submitted as stipulated in the https://hseep.dhs.gov/pages/1001_HSEEP7.aspx.

- I. The GRANTEE will provide reports and/or assist with completion of reports required by the AGREEMENT including but not limited to the SPR, THIRA, core capabilities assessment, and data calls.
- J. Cumulative changes to budget categories in excess of 10% of the AGREEMENT amount will not be reimbursed without prior written authorization from the COUNTY. In no case shall the total budget amount exceed the AGREEMENT amount. Budget categories are as specified or defined on the budget sheet contained in "Attachment B" of this AGREEMENT. Any changes to budget categories other than in compliance with this paragraph will not be reimbursed.
- K. The Funding Opportunity Announcement for this program is hereby incorporated into this AGREEMENT by reference. By accepting this AGREEMENT the GRANTEE agrees that all allocations and use of funds under this AGREEMENT will be in accordance with the requirements contained in the HSGP Funding Opportunity Announcement.
- L. In the event FEMA determines that changes are necessary to the award document after the award has been made, including changes to period of performance or terms and conditions, the COUNTY will notify the GRANTEE in writing. Once notification has been made, any subsequent request for funds will indicate GRANTEE acceptance of the changes to the award.

SECTION NO. 4: TERM

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

SECTION NO. 5: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this AGREEMENT. No agent, employee, servant or otherwise of GRANTEE shall be deemed to be an employee, agent, servant, or otherwise of the COUNTY for any purpose, and the employees of GRANTEE are not entitled to any of the benefits that the COUNTY provides for COUNTY employees. GRANTEE will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors or otherwise, during the performance of this Agreement.

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

SECTION NO. 6: ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The PARTIES specifically agree to comply with all applicable state and federal laws, regulations, requirements and program guidance identified or referenced in this AGREEMENT and the

informational documents published by FEMA applicable to the FY 2014 HSGP Program, including but not limited to, all criteria restrictions and requirements of the "Department of Homeland Security Funding Opportunity Announcement FY& 2014 Homeland Security Grant Program" document published by FEMA, the DHS Award Announcement Letter for Grant No. EMW-2014-SS-00016-S01, and the federal regulations commonly applicable to DHS/FEMA grants, which are incorporated herein by reference.

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

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

A non-exclusive list of laws, regulations and guidance commonly applicable to DHS/FEMA grants are listed below for reference only, and include, but are not limited to the following:

A. As a recipient of HSGP Program funding, GRANTEE shall comply with all DHS terms and conditions of the FFY14 HSGP Award Letter documents for DHS Grant No. EMW-2014-SS-00016-S01, which are incorporated herein by reference, including but not limited to the following:

1. Assurances, Administrative Requirements and Cost Principles: The GRANTEE, as recipient of DHS federal financial assistance, must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this document may not be applicable to GRANTEE's program, and the awarding agency may require applicants to certify additional assurances. Administrative Requirements which apply to the GRANTEE as related to this DHS award originate from two sources:

- a. Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grans and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule") These A-102 requirements are also located within DHS regulations at Title 44 CFR Part 13.
- b. OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations, relocated to 2 CFR Part 215.
- c. The audit requirements for State, Local and Tribal Governments of DHS awards originate from OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

B. Cost Principles: 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (formerly OMB Circular A-87); 2 CFR Part 220, Cost Principles for Educational Institutions (formerly OMB Circular A-21); 2 CFR Part 230, and Cost

Principles for Non-Profit Organizations (formerly OMB A-122).

- C. AGREEMENT funds will not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. The GRANTEE upon written request by the COUNTY, the Washington State Military Department, Department of Homeland Security and/or FEMA shall demonstrate through supporting records and documentation that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.
- D. Duplication of Benefits: State, Local and Tribal GRANTEES must comply with 2 CFR Part § 225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies .
- E. The GRANTEE shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note). The terms of FFATA are attached to this agreement and are incorporated herein. If applicable the GRANTEE must complete the FFATA form and return to the COUNTY within thirty (30) days of signing this AGREEMENT.
- F. The GRANTEE must comply with any Federal requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. The GRANTEE agrees to submit to the Washington State Military Department prior to issuance all advertising and publicity matters relating to this AGREEMENT wherein the Washington State Military Department's name is mentioned or language used from which the connection of the Washington State Military Department's name may, in the Department's judgment, be inferred or implied. The GRANTEE agrees not to publish or use such advertising and publicity matters without the prior written consent of the Washington State Military Department. The GRANTEE may copyright original work it develops in the course of or under this AGREEMENT; however, pursuant to 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes. Publication resulting from work performed under this 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.
- G. The GRANTEE must obtain the Department of Homeland Security(DHS) approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials. The GRANTEE must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by

the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

- H. The GRANTEE must ensure that any project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits or approvals are obtained.
- I. If the GRANTEE collects personally identifiable information (PII), the GRANTEE must have a publically-available privacy policy that describes what PII the GRANTEE collects, how the PII is used, whether the PII is shared with third parties, and how individuals may have their PII corrected as necessary.
- J. The use or disclosure by any PARTY of any information concerning the Washington State Department of Military for any purpose not directly connected with the administration of the Washington State Department of Military, COUNTY, or GRANTEE'S responsibilities with respect to services provided under this AGREEMENT is prohibited except by prior written consent of the COUNTY, and/or the Washington State Department of Military or as required to comply with the state Public Records Act, other law or court order.
- K. The GRANTEE and any of its sub-recipients are required to be non-delinquent in repayment of any Federal debt.

SECTION NO. 7: COMPLIANCE WITH LAWS

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

- A. All applicable state and federal statutes, regulations and executive orders relating to nondiscrimination, including but not limited to the following: (a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.) which prohibits discrimination on the basis of race, color or national origin; (b) the Civil Rights Act of 1968 (42 U.S.C. 3601), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex; (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability; (e) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; (j) Clean Air Act of 1970, (k) Clean Water Act of 1977, (n) Coastal Wetlands Planning, (o) Protection, and Restoration Act of 1990, (f) the Fair Housing Amendments Act of 1988, as amended (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (g) the Americans with Disabilities Act, as amended (42 U.S.C. §§ 12101-

12213) which prohibits discrimination on the basis of disability; and (h) Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency.

- B. If during the past three years, the GRANTEE has been accused of discrimination on the grounds of race, color, national origin(including limited English proficiency), sex, age, disability, religion, or familial status, the GRANTEE must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the COUNTY for forwarding to the Washington State Military Department and the Department of Homeland Security awarding office and Office of Civil Rights and Civil Liberties. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the GRANTEE, or the GRANTEE settles a case or matter alleging such discrimination, the GRANTEE must forward a copy of the complaint and findings to the COUNTY to be forwarded on to the Washington State Military Department and the Department of Homeland Security. The federal government has the right to seek judicial enforcement of these obligations.
- C. All applicable state and federal statutes, regulations, executive orders and guidelines relating to environmental and historical preservation, including but not limited to the following: (a) the Coastal Wetlands Planning, Protection and Restoration Act of 1990, as amended (16 U.S.C. 3951 et seq.), Executive Order 11990 and 44 CFR Part 9; (b) the Clean Air Act of 1970, as amended (42 U.S.C. §7401) and the Clean Water Act of 1977, as amended (38 U.S.C. §§ 1251-1387) and Executive Order 11738; (c) floodplains management pursuant to EO 11988, as amended; (e) the Coastal Zone Management Act of 1972, as amended (P.L. 92-583, 16 U.S.C. §§1451 et seq.); (d) the National Environmental Policy Act, as amended (42 U.S.C. §4321); (e) the Safe Drinking Water Act of 1974, as amended (PL 93-523); (f) the Endangered Species Act of 1973, as amended (PL 93-205); and (g) the National Historic Preservation Act, as amended (PL 89-665, 16 U.S.C. §470 et seq.) and 36 CFR Part 800.
- D. The Drug-Free Workplace Act of 1988, as amended (412 U.S.C. §701 et seq., 2 CFR 3001, 44 CFR Part 17), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.
- E. Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104) and 2 CFR §175. In accordance with the statutory requirement, each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended requires the agency to include a condition that authorizes the agency to terminate the award without penalty if the GRANTEE
1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procures a commercial sex act during the period of time that the award is in effect; or
 3. Uses forced labor in the performance of the award or subaward under the award.

- F. The requirements of 45 CFR Part 46 Protection of Human Subjects for purposes of research, and the requirements in DHS Directive 026-04.
- G. The requirements of the Animal Welfare Act of 1966, as amended (7 U.S.C. §2131 et seq.).
- H. The Flood Disaster Protection Act of 1973 the National Flood Insurance Act of 1968, as amended (42 U.S.C. §4001 et seq.).
- I. The USA Patriot Act of 2001, as amended (18 U.S.C. §§175-175c).
- J. The GRANTEE must comply with Preference for U.S. Flag Air Carriers; (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, (49 U.S.C. §40118) and the interpretive guidelines issued by the Comptroller General of the United States March 31, 1981, amendment to Comptroller General Decision B138942.
- K. The GRANTEE must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.
- L. Section 6 of the Hotel and Motel Safety Act of 1990 (15 U.S.C. §2225(a), ensuring that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention Control Act of 1974, 15 U.S.C. §2225.
- M. Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, 42 U.S.C. 1201 ET Seq. and its implementing regulations and also referred to as the "ADA" 28 CFR Part 35. The grantee must comply with 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.
- N. Energy Policy and Conservation Act (PL 94-163, as amended), 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.
- O. The GRANTEE is required to be non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance and benefit overpayments.
- P. In the event of the GRANTEE'S or any of its' sub-contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, the COUNTY and/or the Washington State Military Department may rescind, cancel, or terminate the AGREEMENT in whole or in part in its sole discretion. The GRANTEE is

responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order, OMB Circular or policy.

- Q. In the event that the GRANTEE receives an award under a program that provides emergency communication equipment and related activities, it must comply with the SAFECOM Guidance for Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.

SECTION NO. 8: COMPENSATION/REIMBURSEMENT/INVOICING PROCEDURES

- A. COUNTY shall reimburse GRANTEE an amount not to exceed the amount set forth in Attachment "B", attached hereto and incorporated herein by reference for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Attachment "A". GRANTEE'S reimbursement for services set forth in Attachment "A" shall be in accordance with the terms and conditions set forth in the Budget attached hereto as Attachment "B" and incorporated herein by reference.
- B. The COUNTY shall make no payments in advance or in anticipation of services to be provided under this AGREEMENT. The GRANTEE shall not invoice the COUNTY in advance of delivery and invoicing of such goods or services.
- C. The GRANTEE will submit reimbursement requests to the COUNTY by submitting a properly completed State A-19 Invoice form and reimbursement spreadsheet detailing the expenditures for which reimbursement is sought. The approved reimbursement voucher is required for all requests for payment and is attached to this AGREEMENT and incorporated herein. State A-19 Invoices must be submitted with appropriate supporting documentation. Requests for reimbursement by GRANTEE shall be made at least on a quarterly basis for any expenditures. The maximum amount of all reimbursement requests permitted to be submitted under this AGREEMENT, including the final reimbursement request is limited to and shall not exceed the total AGREEMENT amount. All work under this AGREEMENT must end on or before the AGREEMENT End Date and reimbursement requests associated with this agreement, must be received by COUNTY'S representative listed below, no later than June 30th, for each funding year, **with the final reimbursement request billing to be submitted no later than June 30, 2016**, for all allowable expenses under this AGREEMENT.

Requests for reimbursement shall be directed to:

**Christopher Barnes
HLS Grants Administrator
Spokane County Department of Emergency Management
1121 W Gardner Ave.
Spokane WA 99201**

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

- D. This is a fixed price, reimbursement AGREEMENT. Within the total AGREEMENT

amount, travel, sub-contracts, salaries and wages, benefits, printing and other goods and services or other approved budget categories will be reimbursed on an actual cost basis unless otherwise provided in this AGREEMENT. Any travel or subsistence reimbursement allowed under the AGREEMENT shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, but shall not exceed federal maximum rates set forth at <http://www.gsa.gov>.

- E. Receipts and/or backup documentation for any approved budget line items including travel related expenses that are authorized under this AGREEMENT must be maintained by the GRANTEE and be made available upon request by the COUNTY, Washington State Military Department and/or local, state or federal auditors.
- F. Failure to timely submit complete reports and reimbursement request as required by this AGREEMENT (including but not limited to those reports in the AGREEMENT Timeline) will prohibit the GRANTEE from being reimbursed until such completed reports and reimbursement requests are submitted and the COUNTY has had reasonable time to conduct its review. Final reimbursement requests will not be approved for payment if GRANTEE is not current with all reporting requirements contained in this AGREEMENT.
- G. In the event the GRANTEE fails to expend funds under this AGREEMENT in accordance with applicable federal, state, and local laws and/or the provisions of the AGREEMENT, the COUNTY in conjunction with the Washington State Military Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following AGREEMENT termination. Repayment by the GRANTEE of funds under this recapture provision shall occur within 30 days of demand. In the event the COUNTY is required to institute legal proceedings to enforce the recapture provision, the COUNTY shall be entitled to its costs thereof, including attorney fees.

SECTION NO. 9: REPORTING REQUIREMENTS

- A. The GRANTEE shall submit to the COUNTY with each reimbursement request a progress report describing current approved activities which are set forth both in the Scope of Work contained in "Attachment A" and in Section No. 2 of this Agreement and are the basis for the reimbursement request.
- B. The GRANTEE shall submit to the COUNTY a Closeout Report and a final "Agreement funded Resource Report" no later than 30 days after the AGREEMENT end date.

SECTION NO.10: PROCUREMENT

The GRANTEE shall comply with all procurement requirements of 44 CFR Part 13.36, Procurement.

All sole source contracts expected to exceed \$100,000 must be submitted to the County and the Washington State Military Department for review and approval prior to the GRANTEE'S award and execution of a contract. This requirement must be passed on to all of the GRANTEE'S sub-contractors, at which point the GRANTEE will be responsible for reviewing and approving their sub-contractor's sole source justifications.

SECTION NO. 11: ENVIRONMENTAL AND HISTORICAL PRESERVATION

- A. The GRANTEE shall ensure full compliance with FEMA'S Environmental Planning and Historic Preservation (EHP) Program. <http://www.fema.gov/environmental-planning-and-historic-preservation-program>.
- B. Any projects proposed by the GRANTEE that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- C. The GRANTEE agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in the applicable guidelines must be met. The EHP review process must be completed before funds are released to carry out the proposed project.

SECTION NO. 12: GRANTEE MONITORING

- A. The COUNTY will monitor the activities of the GRANTEE from the award date to closeout. The goal of the COUNTY'S monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this AGREEMENT, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations. To document compliance with OMB Circular A-133 requirements, the GRANTEE shall complete and return to the COUNTY "Attachment C" the OMB Circular A-133 Audit Certification Form", which incorporation herein and made part of this AGREEMENT. The OMB Circular A-133 Audit Certification Form must be signed each fiscal year thereafter until the completion of this AGREEMENT.
- B. The monitoring activities performed by the COUNTY may include, but are not limited to:
 - 1. Review of performance reports;
 - 2. Monitor and document the completion of the AGREEMENT deliverables;

3. Documentation of phone calls, meetings, e-mails and correspondence;
 4. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with the AGREEMENT work plan, budget and federal requirements;
 5. Observation and documentation of AGREEMENT related activities, such as exercises, training, and funded events;
 6. On-site visits to review and verify source documentation for reimbursement requests and performance reports and to verify completion of deliverables.
- C. As a sub-recipient of federal funds the GRANTEE is required to meet or exceed the monitoring activities, as outlined above for all sub-contractors, and consultants who receive funding from this AGREEMENT.
- D. GRANTEE agrees to cooperate with any compliance review or complaint investigation conducted by the COUNTY, Washington State Military Department and/or the federal government.

SECTION NO 13: NIMS COMPLIANCE

- A. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain and deliver the core capabilities needed to achieve a secure and resilient nation.

Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive (PPD) – 8 to guide activities within the public and private sector and describes the planning, organizing, equipping, training and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.

- B. The GRANTEE agrees that in order to receive Federal Fiscal Year 2014 (FFY14) federal preparedness funding, to include HSGP, the National Incident Management System (NIMS) compliance requirements for 2014 must be met.

SECTION NO 14: SINGLE AUDIT ACT REQUIREMENTS

- A. Non-federal entities, as subrecipients of a federal award, that expend \$500,000 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 the Office of Management and Budget (OMB) Circular A-133-Audits of States, Local Governments, and Non-Profit Organizations (amended June 27, 2003, effective for fiscal years ending after December 31, 2003, further amended June 26, 2007). Non-federal entities that spend less than \$500,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in Circular No. A-133. As defined in Circular A-133, the term “non-federal entity” means a State, local government, or non-profit

organization, and the term "State" includes Indian tribes. Circular A-133 is available on the OMB Home Page at <http://www.omb.gov>.

- B. If GRANTEE qualifies as a subrecipients required to have a Circular No. A-133 audit, the GRANTEE 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 Comptroller General and the OMB Compliance Supplement. The GRANTEE has the responsibility of notifying its auditor and requesting an audit in compliance with Circular A-133, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by Circular A-133.
- C. The GRANTEE shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records.
- D. The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to the COUNTY and/or the Washington State Military Department's requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The COUNTY and/or the Washington State Military Department reserve the right to recover from the GRANTEE all disallowed costs resulting from the audit.
- E. Once the single audit has been completed, the GRANTEE must send a full copy of the audit to the COUNTY and the Washington State Military Department. In addition to a copy of the audit, the GRANTEE must send a letter stating there were no findings, or if there were findings, the letter should provide a list of the findings. In addition to sending a copy of the audit, and whenever appropriate, the GRANTEE must include a corrective action plan for any audit findings and a copy of the management letter if one was received. The GRANTEE must send the audit, findings, corrective plan and the letter no later than nine (9) months after the end of the GRANTEE'S fiscal year(s) to the following:

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

**Christopher Barnes
HLS Grants Administrator
Spokane County Department of Emergency Management
1121 W Gardner Ave.
Spokane WA 99201**

- F. If GRANTEE claims it is exempt from the audit requirements of Circular A-133, the GRANTEE must send a letter identifying this AGREEMENT and explaining the criteria for exemption no later than nine (9) months after the end of the GRANTEE'S fiscal year(s) to:

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

**Christopher Barnes
HLS Grants Administrator
Spokane County Department of Emergency Management
1121 W Gardner Ave.
Spokane WA 99201**

- G. The COUNTY and/or the Washington State Military Department retain the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.
- H. The GRANTEE shall include the above audit requirements in any sub-contracts.
- I. Conducting a single or program-specific audit in compliance with Circular A-133 is a material requirement of this AGREEMENT. In the absence of a valid claim of exemption from the audit requirements of Circular A-133, the GRANTEE'S failure to comply with said audit requirements may result in one or more of the following actions in the COUNTY and/or the Washington State Military Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with Circular A-133; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

SECTION NO. 15: VENUE STIPULATION

This Agreement has and shall be construed as having been made and delivered in the State of Washington and the laws of the state of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO 16: SEVERABILITY

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

SECTION NO. 17: AMENDMENTS AND MODIFICATIONS

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

SECTION NO. 18: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

The GRANTEE must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarment or suspending those person deemed irresponsible in their dealing with the Federal government.

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

If requested by the COUNTY and/or the Washington State Military Department, the GRANTEE shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the GRANTEE for this AGREEMENT shall be incorporated into this AGREEMENT by reference.

Further, the GRANTEE agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The GRANTEE certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to sub-recipients for any amount. With respect to covered transactions, the GRANTEE may comply with this provision by obtaining a certification statement from the potential sub-contractor or sub-recipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The GRANTEE also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/>)

SECTION NO. 19: CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the GRANTEE hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the GRANTEE to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any

federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this AGREEMENT, the GRANTEE will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the GRANTEE will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

SECTION NO. 20: CONFLICT OF INTEREST

No officer or employee of the COUNTY; no member, officer, or employee of the GRANTEE or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such the GRANTEE who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this AGREEMENT. The GRANTEE shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

SECTION NO. 21: DISPUTE RESOLUTION

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

SECTION NO. 22: INDEMNIFICATION

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

To the fullest extent permitted by law, GRANTEE, its successors or assigns, shall protect, indemnify, defend, and hold harmless the COUNTY, the Washington State Military Department,

the State of Washington and the United States Government and their authorized agents and employees, from and against all claims, actions, costs, expenses or damages of any nature whatsoever by reason of the acts or omissions of the GRANTEE, its' sub-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 GRANTEE further agrees to defend the COUNTY, the Washington State Military Department and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorney's fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this AGREEMENT.

The GRANTEE'S obligation to indemnify, defend, and hold harmless shall be eliminated by any actual or alleged concurrent negligence of the COUNTY or its agents, agencies, employees and officers.

Subcontracts shall include a comprehensive indemnification clause holding harmless the GRANTEE and COUNTY and its officers, employees and authorized agents.

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

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

OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA): The GRANTEE represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the GRANTEE'S performance under this AGREEMENT. To the extent allowed by law, the GRANTEE further agrees to indemnify and hold harmless the COUNTY, the Washington State Military Department and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the COUNTY, and the Washington State Military Department, as a result of the failure of the GRANTEE to so comply.

SECTION NO. 23: EXECUTION AND APPROVAL

The signatories to this AGREEMENT represent that they have the authority to bind their respective organizations to this AGREEMENT. Only the PARTIES' authorized representatives shall have the express, implied or apparent authority to alter, amend, modify or waive any clause or condition of this AGREEMENT. The parties warrant that the officers/individuals executing below have been duly authorized to bind their organizations to this AGREEMENT. Only the authorized signature representatives shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans and other requests, certifications and documents authorized by or required

under this AGREEMENT.

SECTION NO. 24: 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 COUNTY and/or the Washington State Military Department may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the AGREEMENT as a "Termination for Cause" without providing the GRANTEE an opportunity to cure. Alternatively, the PARTIES may renegotiate the terms of this AGREEMENT under "Amendments and Modifications" to comply with new funding limitations and conditions, although the COUNTY and/or the Washington State Military Department has no obligation to do so.

SECTION NO. 25: NONASSIGNABILITY

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

SECTION NO. 26: NOTICES

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

SECTION NO. 27: OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The COUNTY and/or the Washington State Military Department makes no claim to any capital facilities or real property improved or constructed with funds under this AGREEMENT, and by these AGREEMENT funds, the COUNTY and/or the Washington State Military Department does not and will not acquire any ownership interest or title to such property of the GRANTEE. The GRANTEE shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the COUNTY, the Washington State Military Department, the State of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

SECTION NO. 28: POLITICAL ACTIVITY

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

SECTION NO. 29: PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

SECTION NO. 30: RECORDS

- A. The GRANTEE agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the GRANTEE'S contracts, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this AGREEMENT (the "records").
- B. The GRANTEE'S records related to this AGREEMENT and the projects funded may be inspected and audited by the COUNTY and/or the Washington state Military Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the GRANTEE 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 GRANTEE for such inspection, examination, reproduction and audit, together with suitable space for such purpose, at any and all times during the Sub-grantee's normal working day. The GRANTEE agrees to permit access to facilities, personnel and other individuals as well as information which may be necessary, as required by federal regulations and other applicable laws or program guidance.
- D. The GRANTEE 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.

SECTION NO. 31: SUB-CONTRACTING

The GRANTEE shall use a competitive procurement process in the award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, or with OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, as applicable to the GRANTEE.

The GRANTEE must comply with the following provisions regarding procurement, and all GRANTEE contracts with sub-contractors must contain the following provisions regarding procurement, per 44 CFR Part 13.36(i):

- A. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (All contracts more than the simplified acquisition threshold).
- B. Termination for cause and for convenience by the GRANTEE or sub-contractor including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).
- C. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by GRANTEES and their contractors or sub-grantees).
- D. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair).
- E. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by GRANTEE and sub-contractors when required by Federal grant program legislation).
- F. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by GRANTEES and sub-contractors in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
- G. Notice of awarding agency requirements and regulations pertaining to reporting.
- H. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- I. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- J. Access by the GRANTEE, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- K. Retention of all required records for three years after GRANTEES or sub-contractor make final payments and all other pending matters are closed.

- L. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (All contracts, sub-contracts, and sub-grants of amounts in excess of \$100,000).
- M. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

The COUNTY and/or the Washington State Military Department reserves the right to review the GRANTEE'S procurement plans and documents, and require the GRANTEE to make changes to bring its plans and documents into compliance with the requirements of 44 CFR Part 13.36. The GRANTEE must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow the GRANTEE as well as the COUNTY and/or the Washington State Military Department to make a determination on eligibility of project costs.

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

SECTION NO. 32: TERMINATION FOR CONVENIENCE

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

Except as otherwise provided in this AGREEMENT, the COUNTY, 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 GRANTEE. Upon notice of termination for convenience, the COUNTY reserves the right to suspend all or part of the AGREEMENT, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds. In the event of termination, the GRANTEE shall be liable for all damages as authorized by law. The rights and remedies of the COUNTY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

SECTION NO. 33: TERMINATION OR SUSPENSION FOR CAUSE

In the event the COUNTY, in its sole discretion, determines the GRANTEE 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 GRANTEE unable to perform any aspect of the AGREEMENT, or has violated any of the covenants, agreements or stipulations of this AGREEMENT, the

COUNTY has the right to immediately suspend or terminate this AGREEMENT in whole or in part.

The COUNTY may notify the GRANTEE in writing of the need to take corrective action and provide a period of time in which to cure any defect identified. The COUNTY is not required to allow the GRANTEE an opportunity to cure if it is not feasible as determined solely within the COUNTY'S discretion. Any time allowed for cure shall not diminish or eliminate the GRANTEE'S liability for damages or otherwise affect any other remedies available to the COUNTY. If the COUNTY allows the GRANTEE an opportunity to cure, the COUNTY shall notify the GRANTEE in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the COUNTY, or if such corrective action is deemed by the COUNTY to be insufficient, the AGREEMENT may be terminated in whole or in part.

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

In the event of termination, the GRANTEE 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 COUNTY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

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

SECTION NO. 34: TERMINATION PROCEDURES

In addition to the procedures set forth below, if the COUNTY terminates this AGREEMENT, the GRANTEE 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 COUNTY may require the GRANTEE to deliver to the COUNTY any property specifically produced or acquired for the performance of such part of this AGREEMENT as has been terminated.

If the termination is for convenience, the COUNTY shall pay to the GRANTEE agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the COUNTY prior to the effective date of AGREEMENT termination, and the amount agreed upon by the GRANTEE and the COUNTY for (i) completed

work and services provided for which no separate price is stated, (ii) partially completed work and services provided which are accepted by the COUNTY, (iii) other work, and services which are accepted by the COUNTY, and (iv) the protection and preservation of property.

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

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

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Sub-grantee 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 COUNTY, in the manner, at the times, and to the extent directed by the COUNTY, all of the rights, title, and interest of the GRANTEE under the orders and sub-contracts so terminated, in which case the COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the COUNTY to the extent the COUNTY may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer to title to Washington State Department of Military and deliver in the manner, at the times, and to the extent directed by the COUNTY any property which, if the AGREEMENT had been completed, would have been required to be furnished to the Washington State Department of Military and/or the COUNTY;
- F. Complete performance of such part of the work as shall not have been terminated by the COUNTY in compliance with all contractual requirements; and
- G. Take such action as may be necessary, or as the COUNTY may require, for the protection and preservation of the property related to this AGREEMENT which is in the possession of the GRANTEE and in which the COUNTY has or may acquire an interest.

SECTION NO. 35: WAIVER

No officer, employee, agent or otherwise of the COUNTY has the power, right or authority to waive any of the conditions or provisions to this AGREEMENT. No waiver of any breach of this AGREEMENT shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this AGREEMENT or at law, shall be taken and construed as cumulative that is, in addition to every other remedy provided herein or by law. Failure of the COUNTY to enforce at any time any of the provisions of this AGREEMENT, or to require at any time performance by GRANTEE of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way effect the validity of this AGREEMENT of any part hereof, or the right of the COUNTY to hereafter enforce each and every such provision.

SECTION NO. 36: TRAVEL AND SUBSISTENCE REIMBURSEMENT

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

SECTION NO. 37: UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The GRANTEE 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 GRANTEE may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

ATTACHMENT "A"
2013 HOMELAND SECURITY GRANT (HSGP)
APPROVED PROJECTS

Work Plan/Statement of Work
FFY 2014 Region 9 Homeland Security Program
Agency:

INTRODUCTION: The Washington State Military Department receives grant funding each year from the U.S. Department of Homeland Security (DHS) / Federal Emergency Management Agency (FEMA) through the Homeland Security Grant Program (HSGP). The FY 2014 HSGP plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. Delivering Core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government. The FY 2014 HSGP's allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

Emergency Management Division's (EMD) Homeland Security Section is responsible for programs designed to prepare and improve the State's ability to respond prepare for, prevent, protect against, respond to and recover from terrorist attack and other major disasters. Through the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the FFY14 Homeland Security Grant Program is providing funds to enhance capability of state and local units of government to make measurable progress towards the achievement of the National Preparedness Guidelines by addressing the unique exercise training, planning, equipment, organization and administration needs of citizen preparedness and of emergency responders.

While the Washington State Military Department will assist the GRANTEE with the project/ statement of the work/work plan by providing the grant funds pursuant to this AGREEMENT, the project itself remains the sole responsibility of the GRANTEE. The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phases are applicable to this project, is solely that of the GRANTEE.

Washington State is subdivided into nine (9) Homeland Security Regions. Within each of the nine regions a Regional Homeland Security Coordinating Office (RHSCO) has been identified. The Spokane County Department of Emergency Management has been identified as the Region 9 RHSCO. Region 9 consists of the following Counties: Adams, Asotin, Columbia, Ferry, Garfield, Lincoln, Pend Oreille, Spokane, Stevens, and Whitman counties. Pend Oreille County, as Grantee is responsible for the following tasks.

Project #1	Support to local and regional collaboration/coordination and an interagency/inter-jurisdictional approach to implement all-hazard emergency preparedness – planning, training, exercise, and travel. Provide for interoperable communication upgrades, enhancements, ancillary and support equipment to include integration with other grant program efforts.
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ATTACHMENT "B"
Budget

FFY14 Homeland Security Grant Program Budget Summary

County:
Pend Oreille

Contract #:
SDEM-1417

Category	Planning Current	Admin/Mgmt Current	Exercise Current	Training Current
Salaries & Benefits	\$ 19,550			
Overtime				
Consultant/ Sub- Contracting				
Goods and Services	\$			
Travel and Per Diem				
Total	\$ 19,550			

Budget Notes

- All funding for the Categories, Items or Projects listed above must be expended no later than 5/31/2016. Final Reimbursement request for all expenses under this award must be received by Spokane County's Representative no later than 6/30/2016.

ATTACHMENT "C"
MILESTONE TIMELINE
FFY14 Region 9 Homeland Security Grant Program

MILESTONE	TASK
September 1, 2014	Start of grant performance period
January, 2015	Contract Execution
April 30, 2015	Submission of complete A19 and workbook
July 15, 2015	Grant Funded Typed Resource Report (Jan – June 2014)
July 31, 2015	Submission of complete A19 and workbook
October 31, 2015	Submission of complete A19 and workbook
January 15, 2016	Grant Funded Typed Resource Report (July- Dec 2014)
January 31, 2016	Submission of complete A19 and workbook
April 30, 2016	Submission of complete A19 and workbook
May 31, 2016	Termination of the contract performance period; all work must end under this grant.
No later than June 30, 2016	Submit all final reports, invoices for reimbursement and/or deliverables. Grant Funded Typed Resource Report (Jan – May 2016)

ATTACHMENT "1"

SPECIAL TERMS AND CONDITIONS APPLICABLE TO AGREEMENT

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

ADDITIONAL PROVISIONS

- A. This contract (subaward) is supported by federal funds, requiring compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act) and Office of Management and Budget Guidance (OMB). Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note). By entering into this contract, contractor agrees to provide all applicable reporting information to the Washington Military Department (WMD) required by FFATA and OMB Guidance.
- B. The FFATA requires the OMB to establish a publicly available online database (USASpending.gov) containing information about entities that are awarded Federal grants, loans, and contracts. As required by FFATA and OMB Guidance, certain information on the first-tier subawards related to Federal contracts and grants, and the executive compensation of awardees, must be made publicly available.
- C. For new Federal grants beginning October 1, 2010, if the initial subaward is equal to or greater than \$25,000, reporting of the subaward and executive compensation information is required. If the initial subaward is below \$25,000 but subsequent grant modifications result in a total subaward equal to or over \$25,000, the subaward will be subject to the reporting requirements as of the date the subaward exceeds \$25,000. If the initial subaward equals or exceeds \$25,000 but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the subaward continues to be subject to the reporting requirements of the Transparency Act and OMB Guidance.
- D. As a Federal grant subawardee under this contract, your organization is required by FFATA, OMB Guidance and this contract to provide the WMD, as the prime grant awardee, all information required for FFATA compliant reporting by WMD. This includes all applicable subawardee entity information required by FFATA and OMB Guidance, subawardee DUNS number, and relevant executive compensation data, as applicable.

1. Data about your organization will be provided to USASpending.gov by the WMD. System for Award Management (SAM) is a government wide registration system for organizations that do business with the Federal Government. SAM stores information about awardees including financial account information for payment purposes and a link to D&B for maintaining current DUNS information, www.sam.gov. WMD requires SAM registration and annual renewal by your organization to minimize unnecessary data entry and re-entry required by both WMD and your organization. It will also reduce the potential of inconsistent or inaccurate data entry.
 2. Your organization must have a Data Universal Numbering System (DUNS) number obtained from the firm Dun and Bradstreet (D&B) (www.dnb.com). A DUNS number provides a method to verify data about your organization. D&B is responsible for maintaining unique identifiers and organizational linkages on behalf of the Federal Government for organizations receiving Federal assistance.
- E. The WMD, as the prime awardee, is required by FFATA to report names and total compensation of the five (5) most highly compensated officers of your organization (as the subawardee) if:
1. Your organization (the subawardee), in the preceding fiscal year, received 80 percent or more of its annual gross revenues from Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards; and
 2. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.
- “Total compensation” for purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock, stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.
- F. If (1) in the preceding fiscal year your organization received 80 percent or more of its annual gross revenues from Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards, and (2) the public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986, insert the names and total compensation for the five most highly compensated officers of your organization in the table below.

WORKSHEET

Subrecipient Agency: Pend Oreille County				
Grant and Year: FY14 SHSP		Agreement Number: SDEM-1417		
Completed by: _____				
		Name	Telephone	Title
Date Completed: _____				
STEP 1				
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input type="checkbox"/>	GO to Step 2
STEP 2				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
STEP 3				
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/>	GO to STEP 4	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
STEP 4				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/>	GO to STEP 5
STEP 5				
Executive #1	Name: _____			
	Total Compensation amount: \$ _____			
Executive #2	Name: _____			
	Total Compensation amount: \$ _____			
Executive #3	Name: _____			
	Total Compensation amount: \$ _____			
Executive #4	Name: _____			
	Total Compensation amount: \$ _____			
Executive #5	Name: _____			
	Total Compensation amount: \$ _____			
STEP 6				
If your organization does not meet these criteria, specifically identify below <u>each</u> criteria that is not met for your organization: <u>For Example: "Our organization received less than \$25,000."</u>				

Signature: _____ Date: _____

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

Additional Resources:

- <http://www.whitehouse.gov/omb/open>
- <http://www.hrsa.gov/grants/ffata.html>
- <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>
- <http://www.grants.gov/>

OMB Circular A-133 Audit Certification Form

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

Contact Information	
Subrecipient (Sub-Grantee) Name Pend Oreille County	
Authorized Financial Official:	
Address:	
Email:	Phone #:

Purpose: As a pass-through agency of federal grant funds, the Washington Military Department/Emergency Management Division (WMD/EMD) is required by Office of Management and Budget (OMB) Circular A-133 to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and ensure that subrecipients expending \$500,000 or more in federal awards during their fiscal year have met the OMB Circular A-133 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 MIL/EMD as a pass-through entity to carry out a federal program. OMB Circular A-133 can be found at http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf, and it should be consulted when completing this form.

Directions: As required by OMB Circular A-133, non-federal entities that expend \$500,000 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 A-133 requirements, you must complete Section A of this Form. If your entity *is* required to complete an A-133 Audit, you must complete Section B of this form. When completed, you must sign, date, and return this form with your grant agreement contract and every fiscal year thereafter until the grant agreement contract is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

SECTION A: Entities NOT subject to the audit requirements of OMB Circular A-133

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

- We did not expend \$500,000 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 requirements of OMB Circular A-133

(Complete the information below and check the appropriate box)

- We completed our last A-133 Audit on [enter date] for Fiscal Year ending [enter date]. 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 enclosed or available online at: http://www:_____
- We completed our last A-133 Audit on [enter date] for Fiscal Year ending [enter date]. There were findings related to federal awards.
 A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either enclosed or available online at: http://www:_____
- Our completed A-133 Audit will be available on [enter date] for Fiscal Year ending [enter date]. We will forward a copy of the audit report to you at that time unless it will be available online at: http://www:_____

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

Signature of Authorized Financial Official: _____ Date: _____

Print Name & Title: _____

WMD

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: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	<input checked="" type="checkbox"/> Other (see instructions) ▶ local government	
Address (number, street, and apt. or suite no.) 625 W. 4th 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										
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 15%;"></td> </tr> </table>										
Employer identification number										
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 15%;">9</td> <td style="width: 15%;">1</td> <td style="width: 15%;">-</td> <td style="width: 15%;">6</td> <td style="width: 15%;">0</td> <td style="width: 15%;">0</td> <td style="width: 15%;">1</td> <td style="width: 15%;">3</td> <td style="width: 15%;">5</td> <td style="width: 15%;">7</td> </tr> </table>	9	1	-	6	0	0	1	3	5	7
9	1	-	6	0	0	1	3	5	7	

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below), and
- 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 Buchala, Deputy	Date ▶	1/22/15
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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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

**SPOKANE COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT
AND PEND OREILLE COUNTY
IN CONJUNCTION WITH FY 2014 HOMELAND SECURITY GRANT PROGRAM**

1. Grantee County: Pend Oreille Address: PO Box 5035 City, ST Zip: Newport, WA 99156	2. Contract Amount \$ 19,550.00	3. Tax ID#
		4. DUNS#

5. Grantee Representative County Contact Name: JoAnn Boggs Title: EM Director Address: PO Box 5035 City, ST Zip: Newport, WA 99156 Phone: 509. 447.3731 Email: JBoggs@PendOreille.org	6. County's Representative Christopher Barnes HLS Grants Administrator Spokane County Department of Emergency Management 1121 W Gardner Ave. Spokane, WA 99201 509-477-3007 cbarnes@spokanecounty.org
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7. Grant ID # SDEM-1417	8. Original Grant ID# E15-115	9. Start Date 9/1/2014	10. End Date 5/31/2016
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11. Funding Source: Federal

12. Federal Funds (as applicable) EMW-2014-SS-000216-S01	CFDA # 97.067 - HSGP	Federal Agency: U.S. Department of Homeland Security
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13. Contractor Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding <input checked="" type="checkbox"/> Pre-approved by Funder	14. Contractor Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit
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15. Grant Purpose: Program Objectives: The FY 2014 Homeland Security Grant Program (HSGP) plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive any single level of government, organization, or community, but rather, require the combined effort of the whole community. The FY 2014 HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together these grant programs fund a range of preparedness activities, including planning, organization, equipment purchase, training, Exercises, management and administration. The GRANTEE's preparedness activities (scope), budget, and timeline (schedule) are detailed in Exhibits B and C.

16. IN WITNESS WHEREOF SPOKANE COUNTY and the GRANTEE, acknowledge and accept the terms of this AGREEMENT, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereto, and have executed this AGREEMENT as of the date and year written Below. This AGREEMENT Face Sheet; Work Plan/Approved Projects (Exhibit A); Budget (Exhibit B); Timeline (Exhibit C); 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 understandings, oral or Otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the parties hereto.

FOR THE GRANTEE :  Signature Feb. 9, 2015 Date Stephen Kiss Name County Commission Chair Title	FOR SPOKANE COUNTY: Signature Date Edward Lewis Name Dept. Dir. Spokane DEM Title
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(FACE SHEET)

COPY

