EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Hazard Mitigation Grant Agreement with the Washington State Military Department for updating the Hazard Mitigation Plan

_____	Briefing
_____	Proposed Action
_____	Consent
_____	Action
_____	First Reading
_____	Second Reading
_____	Third Reading
_____	Public Hearing
_____	Budget Advisory

COUNCIL BILL #	
Originating Department	Fire
Contact Person	Murray Gordon
Phone Number	425-257-8100
FOR AGENDA OF	November 30, 2016

Initialed by:
Department Head _____
CAA _____
Council President _____

Location	Preceding Action	Attachments	Department(s) Approval
		Grant Agreement, Request for W-9 Taxpayer ID No. and Certification, Signature Authorization Form, Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Forms	Fire

Amount Budgeted	$0	
Expenditure Required	$100,000	
Budget Remaining		
Additional Required	$25,000	

DETAILED SUMMARY STATEMENT:

The U.S. Department of Homeland Security and the Washington State Military Department have allocated grant funding from the 2015 Pre-Disaster Mitigation grant program to local jurisdictions to support their local emergency management operating budget in updating their hazard mitigation plans.

The City's grant award is $100,000 which is comprised of a 75% / 25% split of federal and local dollars. The federal contribution is $75,000 and the local contribution is $25,000. The 25% City match will be paid from the Emergency Management budget. The City intends to partner with the University of Washington for assistance in upgrading the Hazard Mitigation Plan with a Professional Services Agreement to complete the project.

RECOMMENDATION (Exact action requested of Council):
Authorize the Mayor to sign the Hazard Mitigation Grant Agreement with the Washington State Military Department for updating the Hazard Mitigation Plan in the local contribution amount of $25,000.

Washington State Military Department
HAZARD MITIGATION GRANT AGREEMENT FACE SHEET

1. SUBRECIPIENT Name and Address: **City of Everett Office of Emergency Management** **2801 Oakes Ave** **Everett, WA 98201-3629**	2. Total Grant Amount: **$100,000.00** **($75,000.00 Federal, $25,000.00 Local)**	3. Grant Number: **E17-102**
4. SUBRECIPIENT Contract, phone/email: **Brent Stainer (425) 257-8109** **bstainer@everettwa.gov**	5. Grant Start Date: **May 29, 2015**	6. Grant End Date: **October 30, 2018**
7. DEPARTMENT Program Manager, phone/email: **Brynne Walker (253) 512-7467** **brynne.walker@mil.wa.gov**	8. Data Universal Numbering System (DUNS): **608909156**	9. UBI # (state revenue): **313-009-341**

10. Funding Authority: **Washington State Military DEPARTMENT** (the "DEPARTMENT"), and **Federal Emergency Management Agency** (FEMA)

11. Federal Funding Identification #: **EMS-2016-PC-0005**	12. Federal Award Date: **August 11, 2016**	13. Catalog of Federal Domestic Asst. (CFDA) # & Title: **97.047 (PDM)**
14. Total Federal Award Amount: **$182,737.45**	15. Program Index # & OBJ?SUB-OBJ: **753CJ NZ**	16. TIN: **91-6001248**
17. Service Districts: (BY LEGISLATIVE DISTRICT): **38th** (BY CONGRESSIONAL DISTRICT): **2nd**	18. Service Area by County(ies): **Snohomish County**	19. Women/Minority-Owned, State Certified?: **X** N/A ☐ NO ☐ YES, OMWBE #_____

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

24. PURPOSE & DESCRIPTION: **FEMA's Pre-Disaster Mitigation (PDM) program provides grants to states and communities to implement a sustained pre-disaster natural hazard mitigation program to reduce overall risk to the population and structures from future hazard events, while also reducing reliance on Federal funding in future disasters.**
Title: City of Everett Hazard Mitigation Plan Update . The purpose of this agreement is to provide funds to the SUBRECIPIENT for the proposed project as noted in the Statement of Work and/or Description of the Project (Attachment 3), Project Development Schedule (Attachment 4), Project Budget (Attachment 5), and the FEMA Approved Project Application (Attachment 7).

The Department is the Recipient and Pass-through Entity of the 15PDM Award EMS-2016-PC-0005, which with each of its attachments is incorporated in and attached hereto as Attachment 6, and has made a subaward of Federal award funds to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT is accountable to the Department for use of Federal award funds provided under this Agreement.

IN WITNESS WHEREOF, the DEPARTMENT and SUBRECIPIENT acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment 1); General Terms and Conditions (Attachment 2); Statement of Work (Attachment 3); Project Development Schedule (Attachment 4); Project Budget (Attachment 5); PDM Award Document with its attachments (Attachment 6); FEMA Approved Project Application (Attachment 7), and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. **Applicable Federal and State Statutes and Regulations;**
2. **DHS/FEMA Award and program documents;**
3. **Statement of Work and/or Project Description as outlined in FEMA's approved Project Application;**
4. **Special Terms and Conditions; General Terms and Conditions; and**
5. **Other provisions of the Agreement incorporated by reference.**

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

FOR THE DEPARTMENT:

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

BOILERPLATE APPROVED AS TO FORM:
Brian Buchholz (signature on file 7/28/2016)
Assistant Attorney General

FOR THE SUBRECIPIENT:

_____
Signature Date
Ray Stephanson
Mayor of Everett

APPROVED AS TO FORM:

_____
Date

Attachment 1

Washington State Military Department
SPECIAL TERMS AND CONDITIONS

ARTICLE I - KEY PERSONNEL:

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

SUBRECIPIENT		MILITARY DEPARTMENT	
Name	**Sarah Lavelle**	Name	**Brynne Walker**
Title	**Emergency Planning and Operation Coordinator**	Title	**Hazard Mitigation Program Manager**
E-Mail	**slavelle@everettwa.gov**	E-Mail	brynne.walker@mil.wa.gov
Phone	**425-257-7965**	Phone	**253-512-7467**
Name		Name	
Title		Title	
E-Mail		E-Mail	
Phone		Phone	
Name		Name	
Title		Title	
E-Mail		E-Mail	
Phone		Phone	

ARTICLE II – ADMINISTRATIVE AND /OR FINANCIAL MANAGEMENT AND ACCOUNTING:

The SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by FEMA applicable to the 15PDM Grant Program, including, but not limited to, all criteria, restrictions, conditions and requirements of the DHS Award Letter and each of its attachments for Grant No. EMS-2016-PC-0005 dated August 11, 2016, the DHS Notice of Funding Opportunity, FEMA Guidance documents, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The DHS Award Letter and its attachments are incorporated in this Agreement as Attachment 6.

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

A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PRE-DISASTER MITIGATION GRANTS:
The following requirements apply to all DHS/FEMA Pre-Disaster Mitigation Grants administered by the DEPARTMENT.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

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

2. PROJECT FUNDING

   The DEPARTMENT will administer the Pre-Disaster Mitigation grant program and will pass through the federal match. The SUBRECIPIENT will commit the required local match.

   a. The total cost of the project (total project cost) for the purposes of this Agreement is **$100,000.00** dollars; PROVIDED that, if the total cost of the project when completed, or when this Agreement is terminated, is actually less than this stated total cost, the actual cost shall be substituted herein.

b. The value of the local match contributions by the SUBRECIPIENT to the project shall be **$25,000.00** dollars, constituting **25** percent, at minimum, of the total project cost. The SUBRECIPIENT's local match contributions may be cash or in-kind, must be from a non-federal source, must be reasonable, allowable and allocable, and must comply with all Federal requirements and regulations.

c. When the DEPARTMENT enters into an agreement with the Federal Emergency Management Agency (FEMA) to contribute federal funds to this project, that federal contribution will be no more than **$75,000.00** dollars, constituting 75 percent, at minimum, of the total project cost, or the allowable federal percentage of the total project cost, whichever is less.

d. The DEPARTMENT shall not be obligated to pay any amount beyond that being contributed by FEMA as set out in Subsection c above, unless that additional amount has been approved in advance by both the DEPARTMENT and SUBRECIPIENT and is incorporated by written amendment into this Agreement.

e. A written amendment will be required if the SUBRECIPIENT expects cumulative transfers between project budgets, as identified in the Project Budget (Attachment 5) and Statement of Work and/or Description of Project (Attachment 3), to exceed 10% of the Grant Agreement Amount. Any changes to project budgets other than in compliance with this paragraph will not be reimbursed.

f. The funding for this project is provided by FEMA grant award. The award letter from FEMA is dated August 11, 2016, and is incorporated in and made a part of this Agreement as Attachment 6.

3. GRANT AGREEMENT PERIOD

Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall only be those after the obligation of federal funds on **May 29, 2015** and shall terminate on **October 30, 2018**. This period shall be referred to herein as the Agreement Period and/or Period of Performance, unless expressly stated otherwise. Costs incurred during the Agreement Period shall include pre-award costs authorized in writing by FEMA as well as eligible costs incurred after the effective date of the Agreement Period and before termination.

a. The SUBRECIPIENT shall complete the project as described in the FEMA approved project application **WA-2015-005,** incorporated and made a part of this Agreement as Attachment 7, and as described in Attachments 3, 4 and 5. In the event of extenuating circumstances, the SUBRECIPIENT may request, in writing, that the DEPARTMENT extend the deadline for Agreement completion.

The DEPARTMENT may, in its sole discretion, extend the deadline only by written amendment to this Agreement and contingent upon FEMA approval.

b. No expenditure made, or obligation incurred, before or after the Agreement Period shall be eligible, in whole or in part, for grant funds with the exception of pre-award costs authorized in writing by FEMA. In addition to any other remedy the DEPARTMENT may have under this Agreement, the amounts set out in Article II, section A,2. **Project Funding,** above, may be reduced by the Department in its sole discretion to exclude any such expenditure from participation.

c. Failure to complete the project in a timely manner, as outlined in Attachment 4, is a material breach of this Agreement for which the DEPARTMENT is entitled to termination or suspension under Attachment 2, section A.35.

4. PROJECT PAYMENT(s)

The DEPARTMENT, using mitigation funds from the Pre-Disaster Mitigation grant program, authorized under Section 203 of the Stafford Act, 42 U.S.C. 5133, shall issue payments to the SUBRECIPIENT as follows:

a. All payment requests shall be made to the SUBRECIPIENT upon submission and approval of eligible, reimbursable work completed and billed on an A-19 form, State of Washington Invoice Voucher. Approval is subject to receipt of acceptable

documentation by the Department, to include, but not limited to, copies of receipts for all goods and services purchased, copies of invoices from contractors and subcontractors for work completed, and copies of timesheets for staff involved with the project, sign-in/sign-out sheets for donated personnel and/or volunteer time spent on the project, and documentation to support other in-kind contributions.

b. The DEPARTMENT reserves the right to withhold disbursement of up to 10 percent of the total project cost, as specified in Article II, section A, 2, Project Funding, to the SUBRECIPIENT until the project has been completed and given final approval by the DEPARTMENT.

c. Final Payment: Final payment of any remaining, or withheld, funds will be made within 60 days after submission by the SUBRECIPIENT of the final report, final A-19, Voucher Distribution, and completion of all final inspections by the DEPARTMENT. Final payment by the DEPARTMENT also may be conditioned upon a financial review, if determined necessary by the DEPARTMENT. Adjustments to the final payment may be made following any audits conducted by the DEPARTMENT, Washington State Auditor's Office or the Department of Homeland Security Office of the Inspector General.

d. Within the total Grant Amount of this Agreement, budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.

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

f. For travel costs, SUBRECIPIENTs shall comply with 2 CFR 474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at http://www.gsa.gov, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by DEPARTMENT's Key Personnel.

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

h. The SUBRECIPIENT will submit reimbursement requests to the DEPARTMENT by submitting a properly completed State A-19 Invoice Form, Interagency Electronic Funds Transfer, or Agency/Business invoice with support documentation detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted by email to both the DEPARTMENT's Hazard Mitigation Program Coordinator and the Program Manager no later than the due dates listed within the Project Development Schedule (Attachment 4), but not more frequently than monthly.

i. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the DEPARTMENT within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the DEPARTMENT.

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

k. Failure to timely submit complete reports and reimbursement requests as required by this Agreement will prohibit the SUBRECIPIENT from being reimbursed until such complete reports and reimbursement requests are submitted and the DEPARTMENT has had reasonable time to conduct its review. Final reimbursement requests will not be approved for payment until the SUBRECIPIENT is current with all reporting requirements contained in this Agreement.

l. SUBRECIPIENTs shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose.

The SUBRECIPIENT may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

5. REPORTING REQUIREMENTS

In addition to the reports as may be required elsewhere in this Agreement, the SUBRECIPIENT shall promptly prepare and submit the following reports to the DEPARTMENT's Key Personnel:

a. Quarterly progress reports, no later than the 15th day following the end of the fiscal quarter, indicating the status of the project, to include a brief narrative on progress during the quarter. The report shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project, and whether cost under runs or over runs are expected. In addition, the SUBRECIPIENT should note any challenges or issues associated with the project.

   Failure to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments to the SUBRECIPIENT until a complete quarterly report is received by the DEPARTMENT.

b. A final report when the project is completed, prematurely terminated, or project assistance is terminated. The report shall include a final accounting of all expenditures and a description of work accomplished. If the project is not completed, the report shall contain an estimate of the percentage of completion, and shall indicate the degree of usefulness of the completed project. The report shall account for all expenditures not previously reported and shall include a summary for the entire project.

c. The SUBRECIPIENT shall submit a quarterly progress report describing current activities as outlined in the Project Development Schedule (Attachment 4).

d. The SUBRECIPIENT shall submit a Final Report with final reimbursement no later than 45 days after Agreement End Date.

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

6. TIME EXTENSIONS

A time extension request for Agreement completion must be submitted by the SUBRECIPIENT to the DEPARTMENT no later than 60 days before the end of the Period of Performance. A time extension request must be in writing and identify the project, the reason the project has not been completed within the approved Period of Performance, a current status of the completion of the work, a detailed timeline for completion of the remaining elements, and an anticipated completion date for the completion of the remaining work. Failure to timely submit a complete time extension request may result in denial of the time extension and loss of funding for the project.

7. SUBRECIPIENT MONITORING:

a. The Department will monitor the activities of the SUBRECIPIENT from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.

b. To document compliance with 2 CFR Part 200 Subpart F requirements, the SUBRECIPIENT shall complete and return to the Department 2 CFR Part 200 Subpart F Audit Certification Form" located at http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms with the signed Agreement and each fiscal year

thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.

c. Monitoring activities may include, but are not limited to:
   i. review of financial and performance reports;
   ii. monitoring and documenting the completion of Agreement deliverables;
   iii. documentation of phone calls, meetings, e-mails, and correspondence;
   iv. review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements;
   v. observation and documentation of Agreement related activities, such as exercises, training, funded events, and equipment demonstrations;
   vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.

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

e. Compliancy will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

8. CLOSE-OUT

To initiate close-out, the SUBRECIPIENT is required to certify in writing the date completed and total amount expended on the project on FINAL PROJECT REPORT form to the DEPARTMENT. After receipt of the FINAL PROJECT REPORT form, the DEPARTMENT will conduct a site inspection and review supporting documentation for compliance with the requirements of the Agreement.

Prior to project close-out, the SUBRECIPIENT shall provide the DEPARTMENT with acceptable documentation supporting compliance with the Agreement. General documentation supporting compliance with the Agreement typically includes, but is not limited to, the following:

- Photographs of the structures or properties involved in the project **prior** to project implementation **and after** project implementation.
- Digital geospatial coordinates (latitude and longitude) for each structure with an accuracy of ± 20 meters (64) feet.
- Certificate of occupancy or equivalent documentation from the appropriate regulatory authority for each structure to certify it is code-compliant.
- Certification that the SUBRECIPIENT has met the environmental and historic preservation conditions of the grant award as described in this Agreement.
- Copies of all compliance and consultation documentation required by the grant award as described in the Agreement (e.g., coastal zone management consistency determination from Department of Ecology).
- Copies of all documentation related to inspection for and removal and disposal of asbestos and other hazardous materials from each property.

Specific additional documentation requirements for projects to acquire properties for open space include, but are not limited to, the following:

- Signed Statement of Voluntary Participation from owner of each acquired property.
- Documentation of dates of acquisition and structure demolition or removal from property for each property.
- Copy of recorded open space deed restrictions for each acquired property.
- Copy of AW-501 form filed with National Flood Insurance Program for each acquired repetitive loss property.
- Documentation of consultation with Army Corps of Engineers and State Department of Transportation regarding future use of each property.

Specific additional documentation requirements for projects to elevate structures above the base flood elevation include, but are not limited to, the following:

- Photographs of the structures prior to elevation, and front, rear and side photos post-elevation.
- Copies of the pre-project elevation certificate for each structure, or documentation of methodology used to calculate the first-floor elevations.
- Copies of the post-project elevation certificate for each structure.
- Copies of certificate of occupancy for each elevated structure to certify that it is code compliant.
- Certification by an engineer, floodplain manager or other senior official of the SUBRECIPIENT that each completed structural elevation is in compliance with local ordinances and National Flood Insurance Program regulations and technical bulletins.
- Copy of AW-501 form filed with National Flood Insurance Program for each elevated repetitive loss property.
- Copies of proof of flood insurance for each elevated structure.
- Copies of the recorded deed restriction related to maintenance of flood insurance for each property within the Special Flood Hazard Area.

The DEPARTMENT will consult with the SUBRECIPIENT regarding other documentation requirements of the Agreement throughout the Period of Performance.

The SUBRECIPIENT is required to retain all documentation which adequately identifies the source and application of all mitigation grant funds for six years following the closure of this grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.

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

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

10. PROCUREMENT

The SUBRECIPIENT shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, **Attachment 2**, A.10.

a. For all sole source contracts expected to exceed $150,000, the SUBRECIPIENT must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates.

This requirement must be passed on to any non-federal entity to which the SUBRECIPIENT makes a subaward, at which point the SUBRECIPIENT will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the SUBRECIPIENT makes a subaward.

11. EQUIPMENT AND SUPPLY MANAGEMENT

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

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

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

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

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

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

vi. The SUBRECIPIENT must obtain and maintain all necessary certifications and licenses for the equipment.

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

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

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

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

b) The SUBRECIPIENT must dispose of equipment as follows:

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

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

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

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

c. Equipment purchased with DHS federal award funds is to be marked with "Purchased with funds provided by the U.S. Department of Homeland Security" when practicable.

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

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

B. DHS FFY15 STANDARD TERMS AND CONDITIONS

As a SUBRECIPIENT of PDM funding, the SUBRECIPIENT shall comply with all applicable DHS terms and conditions of the PDM Award Letter and its incorporated documents for DHS, which are incorporated in and made a part of this Agreement as Attachment 6.

Washington State Military Department
GENERAL TERMS AND CONDITIONS
Mitigation Grants

A.1 DEFINITIONS

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

a. "**DEPARTMENT**" means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the DEPARTMENT, or any of the officers or other officials lawfully representing that Department. DEPARTMENT is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a subrecipient under this Agreement.

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

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

d. **"Project"** shall mean those activities as described in the FEMA approved project application **WA-2015-005**, which are incorporated in and made a part of this Agreement which is incorporated in and attached hereto as Attachment 7, and as also described in Attachments 3, 4, and 5.

g. "**PL**" – is defined and used herein to mean the Public Law.
h. "**CFR**" – is defined and used herein to mean the Code of Federal Regulations.
i. "**OMB**" – is defined and used herein to mean the Office of Management and Budget.
j. "**WAC**" – is defined and used herein to mean the Washington Administrative Code.
k. "**RCW**" – is defined and used herein to mean the Revised Code of Washington.

A.2 ADVANCE PAYMENTS PROHIBITED

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

A.3 AMENDMENTS AND MODIFICATIONS

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

A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

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

A.6 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH

The DEPARTMENT relies upon the SUBRECIPIENT's application in making its determinations as to eligibility for, selection for, and scope of funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

A.5 ASSURANCES

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

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

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

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

Further, the SUBRECIPIENT agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The SUBRECIPIENT certifies that it will ensure that potential 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 SUBRECIPIENT 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 SUBRECIPIENT also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/). The SUBRECIPIENT also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' Debarred Vendor List (http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the SUBRECIPIENT hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the SUBRECIPIENT will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.8 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The SUBRECIPIENT and all its contractors shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline

Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the SUBRECIPIENT, its contractors, the DEPARTMENT may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The SUBRECIPIENT is responsible for all costs or liability arising from its failure, and that of its contractors, to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

A.9 CONFLICT OF INTEREST

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

A.10 CONTRACTING & PROCUREMENT

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

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

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

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

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

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

the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

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

Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

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

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

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

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

15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

b. The DEPARTMENT reserves the right to review the SUBRECIPIENT procurement plans and documents, and require the SUBRECIPIENT to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 200.326/. The SUBRECIPIENT must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the SUBRECIPIENT and DEPARTMENT to make a determination on eligibility of project costs.

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

A.11 DISCLOSURE

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

A.12 DISPUTES

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

A.13 DUPLICATION OF BENEFITS

The SUBRECIPIENT agrees that the mitigation grant funds for which federal or state assistance is requested does not, or will not, duplicate benefits or funds received for the same purpose from any other source.

The SUBRECIPIENT will pursue full payment of eligible insurance benefits for properties covered in a project under this Agreement. The SUBRECIPIENT will repay any mitigation grant funds that are duplicated by other benefits, funds, or insurance proceeds.

A.14 HAZARDOUS SUBSTANCES

The SUBRECIPIENT shall inspect and investigate the proposed development/construction site for the presence of hazardous substances. The SUBRECIPIENT shall fully disclose to the DEPARTMENT the results of its inspection and investigation and all other knowledge the SUBRECIPIENT has as to the presence of any hazardous substances at the proposed development/construction project site. The SUBRECIPIENT will be responsible for any associated clean-up costs. "Hazardous Substance" is defined in RCW 70.105D.020 (10).

A.15 LEGAL RELATIONS

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

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

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

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

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

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

A.16 LIMITATION OF AUTHORITY – Authorized Signature

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

A.17 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the DEPARTMENT may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the SUBRECIPIENT an opportunity to cure.

Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the DEPARTMENT has no obligation to do so.

A.18 NONASSIGNABILITY

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

A.19 NONDISCRIMINATION

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

A.20 NOTICES

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

A.21 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/ HEALTH ACT (OSHA/WISHA)

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

A.22 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

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

A.23 POLITICAL ACTIVITY

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

A.24 PRIVACY

Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. SUBRECIPIENT and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons' personal information without the express written consent of the DEPARTMENT or as provided by law or court order. SUBRECIPIENT agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The DEPARTMENT reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the SUBRECIPIENT through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the DEPARTMENT. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The SUBRECIPIENT agrees to indemnify and hold harmless the DEPARTMENT for any damages related to the SUBRECIPIENT's unauthorized use, loss or disclosure of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

A.25 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

A.26 PUBLICITY

The SUBRECIPIENT agrees to submit to the DEPARTMENT prior to issuance all advertising and publicity matters relating to this Agreement wherein the DEPARTMENT's name is mentioned or language used from which the connection of the DEPARTMENT's name may, in the DEPARTMENT's judgment, be inferred or implied. The SUBRECIPIENT agrees not to publish or use such advertising and publicity matters without the prior written consent of the DEPARTMENT. The SUBRECIPIENT may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CDR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

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

A.27 RECAPTURE PROVISION

In the event the SUBRECIPIENT fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws and/or the provisions of the Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the SUBRECIPIENT of funds under this recapture provision shall occur within 30 days of demand.

In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs and expenses thereof, including attorney fees from the SUBRECIPIENT.

A.28 RECORDS

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

A.29 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the DEPARTMENT undertakes to assist the SUBRECIPIENT with the project/statement of work/work plan (project) by providing Federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the SUBRECIPIENT.

The DEPARTMENT undertakes no responsibility to the SUBRECIPIENT, or to any third party, other than as is expressly set out in this Agreement.

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

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

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

A.30 SEVERABILITY

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

A.31 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

Non-federal entities, as SUBRECIPIENTs of a federal award, that expend $750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F Non-federal entities that spend less than $750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or SUBRECIPIENT.

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

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

The SUBRECIPIENT is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The SUBRECIPIENT must respond to DEPARTMENT requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The DEPARTMENT reserves the right to recover from the SUBRECIPIENT all disallowed costs resulting from the audit.

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

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

If SUBRECIPIENT claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, SUBRECIPIENT must send a letter identifying this Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the SUBRECIPIENT fiscal year(s) to the address listed above.

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

The SUBRECIPIENT shall include the above audit requirements in any subawards.

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

A.32 SUBRECIPIENT NOT EMPLOYEE

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

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

A.33 TAXES, FEES AND LICENSES

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

A.34 TERMINATION FOR CONVENIENCE

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

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

A.35 TERMINATION OR SUSPENSION FOR CAUSE

In the event the DEPARTMENT, in its sole discretion, determines the SUBRECIPIENT has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that

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

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

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

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

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

A.36 TERMINATION PROCEDURES

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

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

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

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

After receipt of a notice of termination, and except as otherwise directed by the DEPARTMENT in writing, the SUBRECIPIENT shall:

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

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

c. Assign to the DEPARTMENT, in the manner, at the times, and to the extent directed by the DEPARTMENT, all of the rights, title, and interest of the SUBRECIPIENT under the orders and sub-contracts so terminated, in which case the DEPARTMENT has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;

d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the DEPARTMENT to the extent the DEPARTMENT may require, which approval or ratification shall be final for all the purposes of this clause;

e. Transfer title to the DEPARTMENT and deliver in the manner, at the times, and to the extent directed by the DEPARTMENT any property which, if the Agreement had been completed, would have been required to be furnished to the DEPARTMENT;

f. Complete performance of such part of the work as shall not have been terminated by the DEPARTMENT in compliance with all contractual requirements; and

g. Take such action as may be necessary, or as the DEPARTMENT may require, for the protection and preservation of the property related to this Agreement which is in the possession of the SUBRECIPIENT and in which the DEPARTMENT has or may acquire an interest.

A.37 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

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

A.38 VENUE

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

A.39 WAIVERS

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

STATEMENT OF WORK AND/OR DESCRIPTION OF PROJECT

SUBRECIPIENT: City of Everett Office of Emergency Management
PROJECT TITLE: City of Everett Hazard Mitigation Plan Update

The purpose of this project is for the City of Everett Office of Emergency Management to update their multi hazard mitigation plan that meets the requirements of 44 CFR part 201.6.

A specific and more detailed statement of work is found in the FEMA approved Project Application WA-2015-005 (Attachment 7).

City of Everett Office of Emergency Management Agrees To:

1. Comply with the terms of this Agreement and all Attachments, including but not limited to, accomplish tasks and conditions outlined in the Statement of Work And/Or Description of Project (Attachment 3), comply with the Project Development Schedule (Attachment 4), and comply with the Project Budget (Attachment 5).

2. Submit quarterly reports that cover the previous three months no later than the 15th of the following month (or the next work day) in January, April, July and October until all requirements are fulfilled. Quarterly reports are required regardless of the level of work completed during the reporting period. Quarterly reports must include sufficient narrative to determine the degree to which the project has been implemented, the estimated time for completion, and significant developments such as delays or adverse conditions that might raise costs or delay completion, as well as favorable conditions allowing lower costs or earlier completion. Failure of the SUBRECIPIENT to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments until a complete quarterly report is received by the DEPARTMENT.

3. Submit pen-and-ink signed, approved invoice vouchers (state form A-19) for eligible, reimbursable work completed, no more frequently than monthly and no less frequently than quarterly. Each billing must identify the task(s) completed and any other funding identification pertinent to the task(s), including match. Supporting documentation is required for all costs, to include tracking of staff time spent on the project through timesheets or other documentation approved by the DEPARTMENT; dated invoices from all contractors and subcontractors for work completed; dated invoices for goods and services purchased; and documentation tracking in-kind contributions of personnel, equipment and supplies, if used on the project. Project costs must be tracked and reported by approved budget cost categories as found in Project Budget (Attachment 5). Documentation of expenditures by approved budget cost categories should be made on a separate spreadsheet or table and included with each A-19, along with documentation to substantiate all project costs.

4. Return by DEPARTMENT staff of invoices to the SUBRECIPIENT if the SUBRECIPIENT is unable to provide sufficient documentation to staff within 15 calendar days of the staff's written request for additional documentation to support the reimbursement request.

5. Submit a signed final project report before final reimbursement is made by the DEPARTMENT.

6. Programmatic, Environmental And Historic Preservation Conditions

   In completing this project, the SUBRECIPIENT must adhere to the following programmatic, environmental and historic preservation conditions:

   a. Scope of Work Change: Requests for changes to the Scope of Work after grant award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the application, the feasibility and effectiveness of the project, or reduce the Benefit Cost Ratio below 1.0. Requests must be supported by adequate justification, including a description of the proposed change; a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity.

      A proposed change to the approved Scope of Work (as presented in the FEMA approved project application) must be submitted to the DEPARTMENT and FEMA in advance of implementation for re-evaluation for compliance with National Environmental Policy Act (NEPA) and other Laws and Executive Orders.

Prior approval for a change to the approved Scope of Work must be obtained from the DEPARTMENT and FEMA before the change is implemented. Failure to obtain prior approval for a revised Scope of Work could result in ineligibility of resulting costs.

b. Comply with all applicable federal, state and local laws and regulations. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding provided by this Agreement.

c. Monitor site work during ground-disturbing activities for evidence of potential archaeological resources that are uncovered. SUBRECIPIENT must halt the project in the event historically or archaeologically significant materials or sites (or evidence thereof) are discovered. By way of example, such evidence may include, but is not limited to, artifacts such as arrowheads, bone fragments, pottery shards, and features such as fire pits or structural elements. All reasonable measures must be taken to avoid or minimize harm to such resources until such time as the SUBRECIPIENT notifies the DEPARTMENT, and FEMA, in consultation with the State Historic Preservation Officer (SHPO) and appropriate Native American tribes, determines appropriate measures have been taken to ensure that the project is in compliance with the National Historic Preservation Act. In addition, upon discovery of human skeletal remains, the SUBRECIPIENT is required by state law to notify the county coroner and local law enforcement in the most expeditious manner possible and to immediately stop any activity which may cause further ground disturbance.

d. Determine the presence of hazardous materials and/or toxic waste, and identifying, handling, managing, abating and disposing of such materials in accordance with the requirements and to the satisfaction of the governing local, state and federal agencies, including but not limited to the Washington Department of Ecology. Such materials may include, but are not limited to, asbestos, lead-based paint, propane cylinders, sand blasting residue, discarded paints and solvents, cleaning chemicals, containers of pesticides, lead-acid batteries, items containing chlorofluorocarbons (CFCs), motor oil and used oil filters, and unlabeled tanks or containers.

e. Confirm with the State Department of Ecology whether this project will require a consistency determination under the Coastal Zone Management Act. If required, the SUBRECIPIENT shall obtain and comply with all requirements of the determination prior to starting the project.

f. Select, implement, monitor, and maintain Best Management Practices (BMPs) to control soil erosion and sedimentation, reduce spills and pollution, and provide habitat protection. The acquisition site shall be stabilized from erosion and silt laden runoff by implementing these BMPs and securing the site from transient vehicle access. Any excavation and/or grading shall be done within and/or adjacent to the existing building footprint area and not beyond undisturbed portions of the site.

The Military Department Agrees To:

1. Provide staff coordination and input regarding grant administration for funding and technical assistance for project and reviews for mitigation construction projects, as necessary.
2. Except as otherwise provided in Article II, A. 4. of this Agreement, reimburse City of Everett Department of Emergency Management within 30 days of receipt and approval of signed, dated invoice voucher(s) (state form A-19) with sufficient documentation of costs to include completion of tasks to date and dated invoices for goods and services purchased. Costs must be categorized according to the budget item and cost classification shown in the Project Budget (Attachment 5). The DEPARTMENT will return invoices to the SUBRECIPIENT if the SUBRECIPIENT is unable to provide sufficient documentation within 15 calendar days of the DEPARTMENT's written request for additional documentation to support the reimbursement request.
3. Coordinate with the staff of City of Everett Department of Emergency Management to schedule any sub-recipient monitoring, site visits or final inspections by DEPARTMENT staff.

PROJECT DEVELOPMENT SCHEDULE

SUBRECIPIENT: City of Everett Office of Emergency Management
PROJECT TITLE: City of Everett Hazard Mitigation Plan Update

DESCRIPTION OF ACTIVITY/TASK	***SCHEDULED COMPLETION DATE***
Hire a contractor to update the Everett Hazard Mitigation Plan	November 2016
Review current plan and integrate new/updated conditions	February 2017
Update Everett Hazard Inventory and Vulnerability Assessment	May 2017
Conduct public involvement activities	August 2017
Integrate updated Everett Hazard Mitigation Plan with other relevant plans	November 2017
Submit the updated plan to the State and FEMA for review	February 2018
Adopt and promulgate updated Everett Hazard Mitigation Plan	August 2018
Total Time Required to Complete This Project: 21 months	
Quarterly Reports Due on Project Progress, Final Project Report and all documentation, site visits and inspections.	October 15, 2016; January 15, 2017; April 15, 2017; July 15, 2017; October 15, 2017; January 15, 2018; April 15, 2018; July 15, 2018;

PROJECT BUDGET

SUBRECIPIENT: City of Everett Office of Emergency Management
PROJECT TITLE: City of Everett Hazard Mitigation Plan Update

APPROVED BUDGET CATEGORY	*ESTIMATED COST*
Hire a contractor to update the plan (in-kind match)	$1,444.00
Supplies to support planning effort	$6,000.00
Review and update current plan	$18,750.00
Review and update current plan: staff assistance (in-kind match)	$1,672.00
Update HIVA	$18,750.00
Update HIVA: Staff assistance (in-kind match)	$3,420.00
Conduct public involvement activities	$18,750.00
Conduct public involvement: staff assistance (in-kind match)	$5,092.00
Integrate updated plan with other relevant plans	$18,750.00
Integrate update w/other plans: staff assistance (in-kind match)	$3,116.00
Submit updated plan to State and FEMA for review (in-kind match)	$2,584.00
Adopt and promulgate updated plan (in-kind match)	$1,672.00
TOTAL	$100,000.00

Tracking and Reporting Project Costs: Project expenses for which reimbursement is sought must be tracked and reported by approved budget cost categories, above. Documentation of expenditures by approved budget cost categories should be made on a separate spreadsheet or table and included with each A-19. Supporting documentation of all costs shall include, but not be limited to: tracking of staff time spent on the project through timesheets or other similar documentation; dated invoices from contractors and subcontractors for work completed; dated invoices for goods and services purchased; and documentation of in-kind contributions of personnel, equipment and supplies.

Final Payment: Final payment of any remaining, or withheld, funds will be made upon submission by the SUBRECIPIENT within 60 days of completion of the project of the final report and an A-19, Voucher Distribution, and completion of all final inspections by the DEPARTMENT. Final payment also may be conditioned upon a financial review, if determined necessary by the DEPARTMENT. Adjustments to the final payment may be made following any audits conducted by the DEPARTMENT, Washington State Auditor's Office, the United States Inspector General, or their authorized representatives.

Per Pre-Disaster Mitigation program guidance, no cost overruns will be funded. If costs exceed the maximum amount of FEMA funding approved, the Applicant shall pay the costs in excess of the approved budget.

U.S. Department of Homeland Security
Region X
130 228th Street, SW
Bothell, WA 98021-9796

FEMA

August 11, 2016

Brynné Walker, State Hazard Mitigation Programs Manager
Washington Emergency Management Division
MS: TA-20, Building 20
Camp Murray, Washington 98430-5122

RE: Pre-disaster Mitigation Competitive Grant Program (PDMC) FY 2015
DHS-FEMA award number: EMS-2016-PC-0005
Award of sub-grants

Dear Ms. Walker:

The following planning and management sub-grants are awarded under the Pre-disaster Mitigation Competitive Grant Program. The sub-grant Scopes of Work and Budgets transmitted by the state are approved subject to the conditions below and in the attachments.

Sub-grant #/Sub-grantee - Project	Performance period	Federal Share	Non-federal Share	Total Project Cost
PDMC-PL-10-WA-2015-002 / Kittitas County – Hazard Mitigation Plan Update	05/29/2015 To 10/30/2018	$91,125.00	$30,375.00	$121,500.00
PDMC-PL-10-WA-2015-004 / City of Everett Office of Emergency Management – Hazard Mitigation Plan Update	05/29/2015 To 10/30/2018	$75,000.00	$25,000.00	$100,000.00
PDMC-MC-10-WA-2015-010/ WMD-EMD – Management Costs	05/29/2015 To 10/30/2018	$16,612.45	$5,537.55	$22,150.00

Ms. Walker:

RE: Pre-disaster Mitigation Competitive Grant Program (PDMC) FY 2015
DHS-FEMA award number: EMS-2016-PC0005
Award of sub-grants

The award funding paperwork has been transmitted through eGrants. The performance period for this grant begins May 29, 2015 and ends October 30, 2018. The performance periods for the approved sub-grants are identified in the above matrix.

Grant management regulations provide for a liquidation period of 90 days immediately following the end of the award performance period. The performance period for award EMS-2016-PC-0005 ends October 30, 2018. The state has until January 29, 2019 to complete administrative actions, make final payment requests, and submit final reports in accordance with 2 CFR 200.

PDMC-PL-10-WA-2015-002 / Kittitas County – Hazard Mitigation Plan Update
PDMC-PL-10-WA-2015-004 / City of Everett – Hazard Mitigation Plan Update
These planning projects have been approved compliant with the National Environmental Policy Act (NEPA). A copy of the *Programmatic Categorical Exclusion for Studies, Plans, Regulations and Guidance* is enclosed. Sub-grant approval is subject to the following conditions:

- No regulatory changes can affect the physical environment
- No funding can be used for implementation of actions identified in a plan or study

PDMC-MC-10-WA-2015-010/ WMD-EMD – Management Costs
This management subaward has been approved as compliant with the National Environmental Policy Act (NEPA). A copy of the *Programmatic Categorical Exclusion for Administrative Actions* is enclosed. This subaward approval is subject to the following conditions:

- Actions are limited to administrative activities.

The management and administration of the sub-grants in completing approved scopes of work must also comply with the *Standard Administrative Provisions Hazard Mitigation Assistance Grants (HMA)*, the *Grant Agreement Articles*, the *FY16 DHS- Standard Terms & Conditions*, and the terms and conditions provided on the back of the FEMA-Form 76-10A, *Obligating Document for Awards/Amendments* attached to this letter.

If you have any programmatic questions, please contact Steven Randolph at (425) 487-4671. I can be reached at (425) 487-4583 should you have any financial or grant management questions.

Respectfully,

ROBERT W LITTLE

Digitally signed by ROBERT W LITTLE
DN: c=US, o=U.S. Government, ou=Department of Homeland Security, ou=FEMA, ou=People, cn=ROBERT W LITTLE, 0.9.2342.19200300.100.1.1=0527191231.FEMA
Date: 2016.08.11 14:10:41 -07'00'

Rob Little, Grants Management Specialist
Grant Programs Division

Attachments

Appendix A to Part 170—Award term

I. Reporting Subawards and Executive Compensation.

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

   i. You must report each obligating action described in paragraph a.1. of this award term to *http://www.fsrs.gov.*

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

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at *http://www.fsrs.gov specify.*

b. *Reporting Total Compensation of Recipient Executives.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

   i. the total Federal funding authorized to date under this award is $25,000 or more;
   ii. in the preceding fiscal year, you received—

      A. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      B. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

   i. As part of your registration profile at *http://www.ccr.gov.*

   ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

   i. in the subrecipient's preceding fiscal year, the subrecipient received—

      A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      B. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

   ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

   i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.,* between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions.*

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

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

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

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

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

3. *Subaward:*

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see

Sec. __ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

   i. Receives a subaward from you (the recipient) under this award; and

   ii. Is accountable to you for the use of the Federal funds provided by the subaward.

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

   i. *Salary and bonus.*

   ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

   iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

   iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

   v. *Above-market earnings on deferred compensation which is not tax-qualified.*

   vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

FY 2015
PRE-DISASTER MITIGATION PROGRAM
GRANT AGREEMENT ARTICLES
PRE-DISASTER MITIGATION GRANT AGREEMENT ARTICLES
CFDA# 97.047

RECIPIENT: Washington Emergency Management Division

AGREEMENT NUMBER: EMS-2016-PC-0005

AMENDMENT NUMBER: 00

DESIGNATED AGENCY: DHS-FEMA

PERFORMANCE PERIOD: May 29, 2015 – October 30, 2018

GENERAL INFORMATION:

The **Pre-Disaster Mitigation (PDM)** grant program provides grants to States and Indian Tribal government or territory that, in turn, provide Subawards to local governments for cost-effective mitigation activities that are selected via a Ranking. Funds will be used to implement a sustained pre-disaster natural hazard mitigation program to reduce overall risk to the population and structures, while also reducing reliance on funding from actual disaster declarations.

ARTICLE I. FEMA AUTHORITY

The United States of America through the Department of Homeland Security's Federal Emergency Management Agency (FEMA) agrees to grant to the State/Indian Tribal government, through its designated agency named above, hereinafter referred to as "the Recipient," through its designated agency named above, the funds in the amount specified on the obligating document, to support the **Pre-Disaster Mitigation** Grant Program, authorized under 42 U.S.C. 5133, Section 203, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Public Law 93-288, as amended.

The Recipient agrees to abide by the Grant Award terms and conditions as set forth in this document.

ARTICLE II. PROJECT DESCRIPTION

The Recipient shall perform the work described in the application package and made a part of these Grant Agreement Articles.

ARTICLE III. PERIOD OF PERFORMANCE

The period of performance shall be May 29, 2015 through October 30, 2018. All costs must be incurred during the period of performance, including pre-award costs.

ARTICLE IV. AMOUNT AWARDED

This Grant Award is for the administration and completion of an approved **Pre-Disaster Mitigation project**. Funds approved under this Grant Agreement may not be used for other purposes. If costs exceed the amount of FEMA funding approved, then the Recipient shall pay the costs that are in excess of the approved budget.

The approved budget for this Grant Award by category is:

	TOTAL
Personnel	**$14,363.00**
Fringe Benefit	**$4,310.00**
Travel	**$500.00**
Equipment	**$0.00**
Supplies	**$155.00**
Contractual	**$0.00**
Construction	**$0.00**
Other	**$221,500.00**
TOTAL DIRECT	**$240,828.00**
Indirect Charges	**$2,822.00**
TOTAL BUDGET	**$243,650.00**

The Recipient shall follow regulations found in Title 2 Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards "Super Circular" [which supersedes 44 CFR Part 13, 2 CFR Part 215, and Office of Management and Budget (OMB) Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122, and A-133 as of December 26, 2014], Title 2 CFR Part 170, Reporting Subaward and Executive Compensation – Appendix A to Part 170 – Award Term (see ARTICLE VII. TERMS AND CONDITIONS), and the Hazard Mitigation Assistance Guidance to implement this Grant Agreement.

ARTICLE V. COST SHARE

The cost-share requirement for this award is 75 % Federal and 25 % non-Federal.

The cost-share for PDM is governed by 42 USC 5133, Section 203(h), of the Stafford Act:

a. Small, impoverished communities may receive a Federal cost-share of up to 90% of the total cost to implement eligible PDM activities.

b. The PDM program offers up to 75% Federal cost-share funding for all other activities and all other insured properties.

ARTICLE VI. FEMA OFFICIALS

FEMA officials are as follows:

The Project Officer shall be an official at the FEMA Regional Office who will be responsible for the monitoring of the activities as described in the application.

The Project Officer is: STEVEN RANDOLPH

The Assistance Officer is the FEMA official who has full authority to negotiate, administer and execute all business matters of the Grant Agreement.

The Assistance Officer is: ROB LITTLE

ARTICLE VII. TERMS AND CONDITIONS

The specific terms and conditions of this agreement are as follows:

Federal Funding Accountability and Transparency Act:

The Federal Funding Accountability and Transparency Act (FFATA) of 2006 (2 CFR Part 170) requires Recipients to report certain information about themselves and their first-tier Subrecipients for each Federal award of $25,000 or more awarded on or after October 1, 2010. (See attached APPENDIX A to Part 170-Award term).

ASSURANCE COMPLIANCE:

The certifications signed by the Recipient in the application relating to maintenance of a Drug-Free Workplace (44 CFR Part 17, Subpart F) and New Restrictions on Lobbying (44 CFR Part 18) apply to this grant agreement and are incorporated by reference.

Prohibition on Using Federal Funds.

The Recipient understands and agrees that it cannot use any Federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

Compliance with Program Guidance.

The Recipient agrees that all use of funds under this Grant Agreement will be in accordance with the Unified Hazard Mitigation Assistance Guidance at the time of the application.

BUDGET REVISIONS:

The Recipient shall follow prior approval requirements for budget revisions found in 2 CFR Part 200. Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when such cumulative transfers among those direct cost categories exceed ten percent of the total budget.

If a Recipient estimates that it will have obligated funds remaining after the end of the performance period, the Recipient must report this to the FEMA Regional Office at the earliest possible time and ask for disposition instructions.

Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, Recipients will be notified of the changes in writing. Once notification has been made, any subsequent drawdown of additional funds will indicate the Recipient's acceptance of the changes to the award.

CLOSEOUT:

Reports Submission: Per 2 CFR Part 200, when the appropriate grant award performance period expires, the Recipient shall submit the following documents within 90 days: (1) a final Financial Report; (2) final Program Performance Report; (3) an inventory of equipment purchased under each grant's funds; (4) an inventory of Federally-owned property; and (5) other required documents specified by program regulation.

Report Acceptance: FEMA shall review the Recipient reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Recipient and FEMA's records, and close out the grant in writing.

Record Retention: Records shall be retained for 3 years (except in certain rare circumstances) from the date the final Federal Financial Report is submitted to FEMA in compliance with 2 CFR Part 200.

CONSTRUCTION PROJECT REQUIREMENTS:

1. Acceptance of Federal funding requires FEMA, the Recipient and any Subrecipients to comply with all Federal, state and local laws prior to the start of any construction activity. Failure to obtain all appropriate Federal, state and local environmental permits and clearances may jeopardize Federal funding.
2. Any change to the approved scope of work will require re-evaluation by FEMA for Recipient and Subrecipient compliance with the National Environmental Policy Act and other laws and Executive Orders.
3. If ground disturbing activities occur during construction, the Recipient and any Subrecipients must ensure monitoring of ground disturbance and, if any potential archeological resources are discovered, the Subrecipient will immediately cease construction in that area and notify the Recipient and FEMA.

COPYRIGHT:

The Recipient is free to copyright any original work developed in the course of or under this Grant Agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work for Government purposes. Any publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

COST SHARE:

The Recipient shall follow cost-sharing requirements mandated by program guidance, statute or regulation and in compliance with 2 CFR Part 200. Cost-share funding shall be available with the approval of each grant. Period of Performance extensions shall not be approved for delays caused by lack of cost-share funding.

ENFORCEMENT:

FEMA enforcement remedies shall be processed as specified in 2 CFR Part 200, Enforcement when the Terms and Conditions of this Grant Agreement are not met.

EQUIPMENT/SUPPLIES:

The Recipient must comply with the regulations listed in 2 CFR Part 200 and must be in compliance with state laws and procedures.

FUNDS TRANSFER:

No transfer of funds to agencies other than those identified in the approved Grant Agreement shall be made without prior approval of FEMA.

INSURANCE:

In compliance with Public Law 103-325, Title V National Flood Insurance Reform Act of 1973, section 582 requires that any person receiving Federal assistance for the repair, replacement, or restoration for damage to any personal or residential property at any time must maintain flood insurance if the property is located in a Special Flood Hazard Area.

PAYMENT:
Recipient shall be paid using the FEMA Payment and Reporting System (PARS), provided Recipient maintains and complies with procedures for minimizing the time between transfer of funds from the US Treasury and disbursement by the Recipient and Subrecipients. The Recipient commits itself to: 1) initiating cash drawdowns only when actually needed for its disbursement; 2) timely financial reporting per FEMA requirements, using the SF-425; and 3) imposing the same standards of timing and amount upon any Subrecipient.

Subrecipients must comply with the same payment requirement as the Recipient and must comply with the requirements specified in the Recipient's subaward Agreement.

DUPLICATION OF PROGRAMS:
FEMA will not provide assistance under its programs for activities that FEMA determines another Federal program has a more specific or primary authority to provide. FEMA also will not provide assistance for the applicant or subapplicant's legal obligations. FEMA may disallow or recoup amounts that duplicate funding from other authorities.

DUPLICATION OF BENEFITS:
Hazard Mitigation Assistance (HMA) funds cannot duplicate or be duplicated by funds received by or available to Applicants, subapplicants, or project or planning participants from other sources for the same purpose, such as benefits received from insurance claims, other assistance programs (including previous project or planning grants and subawards from HMA programs), legal awards, or other benefits associated with properties or damage that are or could be subject of litigation.

Because the availability of other sources of mitigation grant or loan assistance is subject to available information and the means of each individual applicant, HMA does not require proof that other assistance (not including insurance) has been sought. However, it is the responsibility of the property owner to report other benefits received, any applications for other assistance, the availability of insurance proceeds, or the potential for other compensation, such as from pending legal claims for damages, relating to the property. Amounts of other grants, loans or other assistance designated for the same purpose as HMA funds, if received, may be used to reduce the non-Federal cost-share.

Where the property owner has an insurance policy covering any loss to the property which relates to the proposed HMA project, the means are available for receiving compensation for a loss or, in the case of increased cost of compliance (ICC), assistance toward a mitigation project. FEMA will generally require that the property owner file a claim prior to the receipt of HMA funds.

NON DISCRIMINATION:
The program must be administered in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status. The program complies with Title VI of the 1964 Civil Rights Act and other applicable laws. All applicants/Recipients must comply with Title VI, including State and local governments distributing Federal assistance.

Applicants/Recipients and Subapplicants/Subrecipients will ensure that no discrimination is practiced. Applicants must consider fairness, equity, and equal access when prioritizing and selecting project subapplications to submit with their application. Subapplicants and Subrecipients must ensure fairness, equity and equal access when consulting and making offers of mitigation to property owners that benefit from mitigation activities.

CHANGES IN SCOPE OF WORK:
Requests for changes to the scope of work (SOW) after award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the subapplication, the feasibility and effectiveness of the project, or the benefit cost ratio. Requests must be supported by adequate justification from the applicant in order to be processed. The justification is a description of the proposed change, a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity. All approvals will be at FEMA's discretion, and there is no guarantee that SOW changes will be approved.

PERFORMANCE PERIODS:
All grant award activities, including all projects and/or activities approved under each subaward, shall be completed within the time period prescribed and authorized on the obligating documents. All costs must be incurred within the approved performance period.

EXTENSIONS:
Requests for time extensions to the Period of Performance will be considered but will not be granted automatically and must be supported by adequate justification submitted to the Regional Office in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended Period of Performance; and a description of performance measures necessary to complete the activity. Without justification, extensions requests will not be processed. Financial and Performance reports must be current in order for a time extension to be considered.

RECOUPMENT OF FUNDS:
FEMA will recoup mitigation planning grant funds for grants that do not meet the deliverable criteria of an adopted, FEMA-approved mitigation plan by the end of the performance period.

RECOVERY OF FUNDS:
The Recipient will process the recovery of assistance paid to Subrecipients processed through error, misrepresentation, or fraud or if funds are spent inappropriately. Recovered funds shall be submitted to FEMA as soon as the funds are collected, but no later than 90 days from the expiration date of the appropriate grant award agreement.

All fraud identifications will be reported to the FEMA Inspector General's office. The Recipient agrees to cooperate with investigation conducted by the FEMA Inspector General's office.

REFUND, REBATE, CREDITS:
The Recipient shall transfer to FEMA the appropriate share, based on the Federal support percentage, of any refund, rebate, credit or other amounts arising from the performance of this agreement, along with accrued interest, if any. The Recipient shall take necessary action to effect prompt collection of all monies due or which may become due and to cooperate with FEMA in any claim or suit in connection with amounts due.

REPORTS:
Federal Financial Reports (SF-425):

The Recipient shall submit the Federal Financial Report (FFR, SF-425) within 30 days of the end of the first Federal quarter following the initial Grant Agreement. The Recipient shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund drawdowns may be withheld if these reports are delinquent.

Program Performance Reports (SF-PPR):

The Recipient shall submit the Program Performance Reports (SF-PPR) within 30 days of the end of each quarter. The Regional Administrator may waive the initial report. The Recipient shall submit quarterly PPRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. PPRs shall report the name, completion status, expenditure, and payment-to-date of each approved activity/subaward award under the Grant Award.

Final Reports:
The Recipient shall submit a final FFR and PPR 90 days after the end date of the performance period.

TERMINATION:
The Recipient, Subrecipient, or FEMA may terminate grant award agreements by giving written notice to the other party at least seven (7) calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail, return receipt requested. The Recipient's authority to incur new costs will be terminated upon the date of receipt of the notice or the date set forth in the notice. Any costs incurred up to the earlier of the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Close out of the Grant Agreement will be commenced and processed as prescribed under Article VII. 3.

ARTICLE VIII. GOVERNING PROVISIONS

The Recipient and any Subrecipients shall comply with all applicable laws and regulations. A non-exclusive list of laws and regulations commonly applicable to FEMA grants is attached hereto for reference only.

The Recipient and any Subrecipients shall also be bound by the Unified Hazard Mitigation Assistance Guidance document.

Commonly Applicable Statutes and Regulations

Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities

Section 1366 (42 USC 4104c), of the National Flood Insurance Act of 1968 (42 U.S.C. § 4104c. – the "NFIA" or "the Act"), as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325, the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264, and Biggert-Waters Flood Insurance Reform Act, Public Law 112-141.

Title 44 of the Code of Federal Regulations (CFR)

44 CFR Part 79-Flood Mitigation Grants

44 CFR Part 80-Property Acquisition and Relocation for Open Space

44 CFR Part 9-Floodplain Management and Protection of Wetlands

44 CFR Part 10-Environmental Considerations

2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards "Super Circular"

31 CFR Part 205-Rules and Procedures for Efficient Federal-State Funds Transfers

2 CFR Part 170, Reporting Subaward and Executive Compensation – Appendix A to Part 170 – Award Term (attached)

48 CFR Part 31.2 (Federal Acquisition Regulation)

Back of FEMA Form 76-10A
WASHINGTON MILITARY DEPARTMENT, EMERGENCY MANAGEMENT DIVISION (WMD-EMD)

PRE-DISASTER MITIGATION COMPETITIVE GRANT PROGRAM (PDMC)
FY2015 GRANT – EMS-2016-PC-0005, AWARD

15b:

1. This constitutes an award of federal funds approved under the Pre-disaster Mitigation Competitive grant program. The performance period of this grant begins on May 29, 2015 and ends on October 30, 2018.

2. This award approves funding and performance period for the following sub-grants:

Subgrant Number	Sub-grantee	Performance period
PDMC-PL-10-WA-2015-002	Kittitas County	05/29/15 to 10/30/18
PDMC-PL-10-WA-2015-004	City of Everett	05/29/15 to 10/30/18
PDMC-MC-10-WA-2015-010	WMD-EMD	05/29/15 to 10/30/18

3. To receive consideration, written requests to extend the performance period for the grant or any approved sub-grant must be received at DHS-FEMA Region X at least sixty (60) days prior to the end of the performance period identified in this document and conform to the requirements of the Pre-disaster Mitigation Grant Agreement Articles.

4. Required Financial (SF 425) and Performance Progress Reports (SF PPR) and hard copy correspondence shall be mailed to:

   Rob Little, Grants Management Specialist
   DHS-FEMA Region X
   130 228th Street SW
   Bothell, WA 98021-9796

   Or emailed to: Robert.little2@fema.dhs.gov

5. In awarding contracts with Federal funds received under this award, the WMD-EMD shall ensure agreements include the provisions required by Federal statute and executive orders and their implementing regulations.

6. Federal Funding Accountability and Transparency Act requirements:

   In accordance with 2 CFR §170.330 Appendix A, each action that subawards (does not include contracts) any of the funds received under this award to another entity in the amount of $25,000 or more must be reported. Federal funds designated as Recovery funds defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 are excluded from the reporting requirement.
   Each subaward action must be reported to http://www.fsrs.gov no later than the end of the month following the month in which the subaward was funded.

7. For sub-grants authorized to purchase property and equipment, Tangible Personal Property Reports (SF 428) and Real Property Status Reports (SF 429) are required during and after this award for equipment and property acquired, in whole or in part, with federal funds provided by this award.

   Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. A grantee may use its own definition of equipment provide that such definition would at least include all the equipment defined above.

   Real property means land, including land improvements, structures and appurtenances thereto, excluding movable machinery and equipment

8. As a pass-through entity, the WMD-EMD shall:
   a. Ensure the sub-grant agreement with the sub-grantee includes the clauses required by Federal statute and executive orders and their implementing regulations
   b. Ensure the subgrantee is aware of requirements imposed upon them by Federal statute and regulation
   c. Ensure the sub-grant includes a provision for compliance with 2 CFR 200
   d. Conform any advances of funds made to the subgrantee to the same standards of timing and amount that apply to the cash advances by Federal agencies
   e. Manage the day-to-day operations of the sub-grant support activities
   f. Monitor sub-grant activities to assure compliance with applicable federal requirements and that sub-grant performance goals are being achieved

9. The *Standard Administrative Provisions Hazard Mitigation Assistance Grants (HMA)*, the *Grant Agreement Articles*, the *Programmatic Categorical Exclusion for Studies, Plans, Regulations and Guidance*, the *Programmatic Categorical Exclusion for Administrative Actions* , the *DHS – FY 16 Standard Terms & Conditions,* and the terms and conditions accompanying this FEMA-Form 76-10A are incorporated into the binding agreement for this award and any sub-award. All provisions contained therein must be followed.

Back of FEMA Form 76-10A
WASHINGTON MILITARY DEPARTMENT, EMERGENCY MANAGEMENT DIVISION (WMD-EMD)

PRE-DISASTER MITIGATION COMPETITIVE GRANT PROGRAM (PDMC)
FY2015 GRANT – EMS-2016-PC-0005, AWARD

Approved subgrants under award EMS-2016-PC-0005

Amend	Subgrant #	Subgrantee/ Project	Performance period	Federal Share	Non-federal Share	Total Project Cost
00	PDMC-PL-10-WA-2015-002	Kittitas County – Hazard Mitigation Plan Update	05/29/2015 To 10/30/2018	$91,125.00	$30,375.00	$121,500.00
00	PDMC-PJ-10-WA-2015-004	City of Everett Office of Emergency Management – Hazard Mitigation Plan Update	05/29/2015 To 10/30/2018	$75,000.00	$25,000.00	$100,000.00
00	PDMC-MC-10-WA-2015-010	WMD-EMD – Management Costs	05/29/2015 To 10/30/2018	$16,612.45	$5,537.55	$22,150.00

FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT

O.M.B. NO. 3067-0206
Expires February 29,2004

1. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMS-2016-PC-0005	0	91-6001095	☑ GRANT ☑ AWARD ☐ CA ☐ AMENDMENT	S452012NPC16

6. RECIPIENT NAME AND ADDRESS	7. ISSUING FEMA OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Washington State Emergency Management Division Building 20 MS / TA-20 Camp Murray, WA 98430-5112	FEMA Region X 130 228th Street, SW Bothell, WA 98021-9796	SAME 7

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF FEMA PROJECT OFFICER	PHONE NO.
Brynne Walker	253-512-7467	STEVEN RANDOLPH	425-487-4671

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD
08/11/2016	☐ HHS, SMARTLINK ☐ SF 270 ☑ OTHER	☐ COST REIMBURSEMENT ☑ COST SHARING ☐ OTHER	From: 05/29/2015 To: 10/30/2018 BUDGET PERIOD From: 05/29/2015 To: 10/30/2018

15. DESCRIPTION OF ACTION
a. (indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + or (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
PDMC PDMC	97.047	2016-69-K112-R102-4101-D	$0.00	$182,737.45	$182,737.45	$60,912.55
		TOTALS ▶	$0.00	$182,737.45	$182,737.45	$60,912.55

b. To describe changes other than funding data or financial changes, attach schedule and check here ☑

16a. FOR NON-DISASTER PROGRAMS: RECEIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) ☐ YES ☑ NO

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to the terms and conditions attached to this award notice or incorporated by reference in program legislation or regulation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE

FEMA Form 75-10A, MAR 01

U.S. Department of Homeland Security
Region X
130 228th Street, SW
Bothell, WA 98021-9796

FEMA

National Environmental Policy Act (NEPA)
PROGRAMMATIC CATEGORICAL EXCLUSION
STUDIES, PLANS, REGULATIONS, AND GUIDANCE

Background: FEMA provides funding assistance to applicants via various mitigation grant programs including the Flood Mitigation Assistance Program, Pre-Disaster Grant Program, and Hazard Mitigation Grant Program; to prepare plans or studies. Plans (or updates) include those prepared per the Disaster Mitigation Act of 2000 and identify community hazards and vulnerabilities; and outline preparedness, response, recovery, and mitigation measures to eliminate or reduce disaster damage and associated costs. Studies may evaluate specific hazards and infrastructure vulnerabilities. The purpose of this Programmatic Categorical Exclusion (PCE) is to streamline the process for compliance with NEPA for such actions.

Action Description: Activities meet the Categorical Exclusion definitions of 44 CFR Part 10.8(d)(2)(ii) "preparation, revision, and adoption of regulations, directives, manuals, and other guidance documents related to actions that qualify for a categorical exclusion; and 44 CFR Part 10.8(d)(2)(iii) "studies that involve no commitment of resources other than manpower and funding" and may include but not be limited to:

- drafting preparedness, response, recovery, or hazard mitigation plans
- development of geographic information or systems
- conducting feasibility studies
- development of infrastructure inventories
- preparing appraisals
- drafting regulations
- preparation of outreach and guidance materials

This PCE *does not* include project specific architectural and engineering plans or studies associated with phased FEMA grant-funded projects.

Conditions: The actions qualifying for this PCE must meet the following conditions:
- No regulatory changes can affect the physical environment;
- No funding can be used for implementation of actions identified in a plan or study.

Conclusion: It has been determined that above listed action qualifies for this PCE, has no Extraordinary Circumstances per 44 CFR Part 10.8(d)(3), and that it would have no effect on natural resources or the human environment. Work may proceed if otherwise eligible and approved by the Program. Any change to the approved scope of work will require re-evaluation for compliance with the NEPA. Non-compliance with this requirement may jeopardize receipt of funds.

Documentation: For each project this PCE is applied to, the Program Specialist must certify that the project is consistent with the criteria outlined above. For the administrative record, a copy of the PCE shall be placed in the project grant file.

Programmatic Categorical Exclusion Approved:

Mark Eberlein Date
Regional Environmental Officer, FEMA Region X

PDMC-PL-10-WA-2015-004

Program/Grant Number #: _____ **Applicant:** *CITY OF EVERETT*

Project Title: *EVERETT HAZARD MITIGATION PLAN UPDATE*

Above Project Qualifies for Programmatic Categorical Exclusion

Program Specialist Date May 3, 2016

U.S. Department of Homeland Security
Region X
130 228th Street, SW
Bothell, WA 98021-9796

FEMA

National Environmental Policy Act (NEPA)
PROGRAMMATIC CATEGORICAL EXCLUSION
STUDIES, PLANS, REGULATIONS, AND GUIDANCE

Background: FEMA provides funding assistance to applicants via various mitigation grant programs including the Flood Mitigation Assistance Program, Pre-Disaster Grant Program, and Hazard Mitigation Grant Program; to prepare plans or studies. Plans (or updates) include those prepared per the Disaster Mitigation Act of 2000 and identify community hazards and vulnerabilities; and outline preparedness, response, recovery, and mitigation measures to eliminate or reduce disaster damage and associated costs. Studies may evaluate specific hazards and infrastructure vulnerabilities. The purpose of this Programmatic Categorical Exclusion (PCE) is to streamline the process for compliance with NEPA for such actions.

Action Description: Activities meet the Categorical Exclusion definitions of 44 CFR Part 10.8(d)(2)(ii) "preparation, revision, and adoption of regulations, directives, manuals, and other guidance documents related to actions that qualify for a categorical exclusion; and 44 CFR Part 10.8(d)(2)(iii) "studies that involve no commitment of resources other than manpower and funding" and may include but not be limited to:

- drafting preparedness, response, recovery, or hazard mitigation plans
- development of geographic information or systems
- conducting feasibility studies
- development of infrastructure inventories
- preparing appraisals
- drafting regulations
- preparation of outreach and guidance materials

This PCE *does not* include project specific architectural and engineering plans or studies associated with phased FEMA grant-funded projects.

Conditions: The actions qualifying for this PCE must meet the following conditions:
- No regulatory changes can affect the physical environment;
- No funding can be used for implementation of actions identified in a plan or study.

Conclusion: It has been determined that above listed action qualifies for this PCE, has no Extraordinary Circumstances per 44 CFR Part 10.8(d)(3), and that it would have no effect on natural resources or the human environment. Work may proceed if otherwise eligible and approved by the Program. Any change to the approved scope of work will require re-evaluation for compliance with the NEPA. Non-compliance with this requirement may jeopardize receipt of funds.

Documentation: For each project this PCE is applied to, the Program Specialist must certify that the project is consistent with the criteria outlined above. For the administrative record, a copy of the PCE shall be placed in the project grant file.

Programmatic Categorical Exclusion Approved:

Mark Eberlein — Date
Regional Environmental Officer, FEMA Region X

Program/Grant Number #: PDMC-PL-10-WA-2015-002 **Applicant:** *KITTITAS COUNTY*

Project Title: *KITTITAS COUNTY HAZARD MITIGATION PLAN UPDATE*

Above Project Qualifies for Programmatic Categorical Exclusion

Digitally signed by STEVEN R RANDOLPH
DN: c=US, o=U.S. Government, ou=Department of Homeland Security, ou=FEMA, ou=People, cn=STEVEN R RANDOLPH, 0.9.2342.19200300.100.1.1=0589199481 FEMA
Date: 2016.05.03 17:50:03 -07'00'

Program Specialist — Date May 3, 2016

U.S. Department of Homeland Security
Region X
130 228th Street, SW
Bothell, WA 98021-9796

FEMA

National Environmental Policy Act (NEPA)
PROGRAMMATIC CATEGORICAL EXCLUSION
ADMINISTRATIVE ACTIONS

Background: FEMA provides funding assistance to grantees to assist FEMA in administering its various grant programs. The purpose of this Programmatic Categorical Exclusion (PCE) is to streamline the process for compliance with NEPA for such actions.

Action Description: Activities meet the Categorical Exclusion definitions of 44 CFR Part 10.8(d)(2)(i) "administrative actions such as personnel, travel, procurement of supplies etc in support of normal day-to-day activities and disaster related activities" such as State Management Costs.

Conditions: The actions qualifying for this PCE are limited to funding of administrative activities.

Conclusion: It has been determined that above listed action qualifies for this PCE, has no Extraordinary Circumstances per 44 CFR Part 10.8(d)(3), and that it would have no effect on natural resources or the human environment. Work may proceed if otherwise eligible and approved by the Program. Any change to the approved scope of work will require re-evaluation for compliance with the NEPA. Non-compliance with this requirement may jeopardize receipt of funds.

Documentation: For each project this PCE is applied to, the Program Specialist must certify that the project is consistent with the criteria outlined above. For the administrative record, a copy of the PCE shall be placed in the project grant file.

Programmatic Categorical Exclusion Approved:

8-23-10

Mark Eberlein Date
Regional Environmental Officer, FEMA Region X
PDMC-MC-10-WA-2015-010

Program/Grant Number #: _____ **Applicant:** *Washington EMD*

Project Title: *PDMC FY2015 State Management Costs*

Above Project Qualifies for Programmatic Categorical Exclusion

Digitally signed by STEVEN R RANDOLPH
DN: c=US, o=U.S. Government, ou=Department of Homeland Security, ou=FEMA, ou=People, cn=STEVEN R RANDOLPH, 0.9.2342.19200300.100.1.1=0589199481.FEMA
Date: 2016.05.03 17:47:55 -07'00'

Program Specialist Date May 3, 2016

The Department of Homeland Security Standard Terms and Conditions 2016

The FY 2016 DHS Standard Terms and Conditions apply to all new Federal financial assistance awards funded in FY 2016. The terms and conditions of DHS financial assistance awards flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise.

Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

DHS Specific Acknowledgements and Assurances

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient 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 recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. 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 recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Acknowledgment of Federal Funding from DHS	All recipients must acknowledge their use of 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.
Activities Conducted Abroad	All recipients must ensure that 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.

Age Discrimination Act of 1975	All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
Americans with Disabilities Act of 1990	All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101–12213).
Best Practices for Collection and Use of Personally Identifiable Information (PII)	DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.
***Civil Rights Act of 1964* – Title VI**	All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F. R., Part 21 and 44 C.F.R. Part 7.
Civil Rights Act of 1968	All recipients must comply with Title VIII of the *Civil Rights Act of 1968*, 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 (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).
Copyright	All recipients 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.
Debarment and Suspension	All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Drug-Free Workplace Regulations	All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 *et seq.*), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.
Duplication of Benefits	Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund

	deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a recipient form shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.
Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX	All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19
Energy Policy and Conservation Act	All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
***False Claims Act* and Program Fraud Civil Remedies**	All recipients must comply with the requirements of 31 U.S.C. § 3729- 3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.
Federal Debt Status	All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.
Federal Leadership on Reducing Text Messaging while Driving	All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.
Fly America Act of 1974	All recipients 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 interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Hotel and Motel Fire Safety Act of 1990	In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, all recipients must ensure 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 and Control Act of 1974*, as amended, 15 U.S.C. § 2225.
Limited English Proficiency (*Civil Rights Act of 1964*, Title VI)	All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Lobbying Prohibitions	All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal.
Non-supplanting Requirement	All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.
Notice of Funding Opportunity Requirements	All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.
Patents and Intellectual Property Rights	Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Procurement of Recovered Materials	All recipients must comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Reporting Subawards and Executive Compensation	All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.
SAFECOM	All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
Terrorist Financing	All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.
Trafficking Victims Protection Act of 2000	All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR § 175.15, the full text of which is incorporated here by reference in the terms and conditions of your award.
Rehabilitation Act of 1973	All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Reporting of Matters Related to Recipient Integrity and Performance	If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds $10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.
Universal Identifier and System of Award Management (SAM)	All recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.
USA Patriot Act of 2001	All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Use of DHS Seal, Logo and Flags	All recipients must obtain permission from their financial assistance office, 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.
Whistleblower Protection Act	All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Standard Administrative Provisions
Hazard Mitigation Assistance Grants (HMA)
FEMA Region 10 HMA Branch – updated July 27, 2015

- The Recipient agrees that all use of funds under this sub-grant award will be in accordance with the *Hazard Mitigation Assistance Unified Guidance* in effect at the time of the Disaster Declaration, relevant HMGP guidance and policy memos and directives, as well as the HMGP regulations in 44 CFR 206.
- The Recipient may be paid in advance using the HHS Payment Management System (PMS) formerly know as SmartLink. The Recipient may advance portions of the approved Federal share to the Subrecipient provided procedures are maintained to minimize the time elapsing between the transfer of funds from the U.S. Treasury and their disbursement to the Subrecipient. Subrecipients must comply with the same payment requirement as the Recipient and must comply with the requirements specified in the Recipient's subaward Agreement.
- The Recipient shall follow regulations found in Title 2 Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards "Super Circular" [*which supercedes 44 CFR Part 13, 2 CFR Part 215, and Office of Management and Budget (OMB) Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122, and A-133 as of December 26, 2014*], the FEMA/State/Tribe Agreement in effect for the subject Disaster Declaration.
- The Federal Funding Accountability and Transparency Act (FFATA) of 2006 (2 CFR Part 170) requires Recipients to report certain information about themselves and their first-tier Subrecipients for each Federal award of $25,000 or more awarded on or after October 1, 2010.
- The Recipient must obtain prior approval from Region 10 before implementing changes to the approved project Scope of Work (SOW). A change in the SOW must be approved by FEMA in advance regardless of the budget implications. Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when such cumulative transfers among those direct cost categories exceed ten percent of the total budget. Cost overrun requests must be fully documented, the project must remain cost-effective, and funds must be available within the HMGP ceiling for said disaster.
- The Recipient must notify their assigned Regional Hazard Mitigation Assistance Specialist (HMA) as soon as significant developments become known, such as delays or adverse conditions, that might raise costs or delay completion, or favorable conditions allowing earlier completion or substantially lower cost (for reallocation of funding).
- The Recipient shall submit the Federal Financial Report (FFR, SF-425) to Region 10 Grant Programs Division within 30 days of the end of the first Federal quarter following the Award Letter. The Recipient shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund drawdowns may be withheld if these reports are delinquent.

- The Recipient shall submit Quarterly Performance Reports (QPR) in Excel format to the Regional HMA Specialist within 30 days of the end of each quarter. The Recipient shall submit quarterly PPRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. QPRs shall report the name, completion status, Quarterly expenditures, and payment-to-date of each approved activity/subaward award under the Grant Award.
- Within **90 days** after Subrecipient's notice of completion of the project, or expiration or termination of the project/sub-grant, the Recipient must submit a closeout package with all financial, performance, and other reports and required documentation. At minimum, closeout documentation must be submitted within the Quarter following submittal of final reimbursement request from the Subrecipient.
- For close-out of this project, the Governor's Authorized Representative (GAR) or Tribal Authorized Representative (TAR) shall send a letter of request to the Region 10 Mitigation Division Director, to close the project programmatically and financially. The letter will include the following:
    1. the date work on the project was fully completed, or for planning sub-grant awards, the date and copy of FEMA approval of the new or updated plan;
    2. the date and a copy of the Recipient's final site inspection for the project;
    3. the final total project cost and Federal share, any cost underrun, or overrun, including a Final Cost Line Item budget, to enable any closeout deobligation or obligation of additional funds in NEMIS;
    4. certification that reported costs were incurred in the performance of eligible work, and that the approved work was completed, or if not, an explanation as to the final status of the project and why the project was not completed;
    5. confirmation that the mitigation measure is in compliance with the provisions of the FEMA/State/Tribe Agreement and this approval letter;
    6. a memo from the Subrecipient addressing how each required environmental and special programmatic condition was met (including attachment of any required documentation);
    7. submittal of all required documentation relative to the specific project type, e.g. acquisition/demolition, or elevation, including all necessary data to close the project in the Property Site Inventory in FEMA's HMA grant systems.
- By acceptance of this Sub-grant award the Recipient and Subrecipient agree to abide by all laws and regulations required under the HMGP as outlined in 44 CFR 206.432 –.440, 44 CFR 80, 44 CFR 201, the Grants Management requirements contained in 44 CFR 13 and/or 2 CFR 200, and all applicable Federal, State, Tribal, or Local laws.

Contact

Authorized Subgrant Agent

Title	Mr.
First Name	David
Middle Initial	
Last Name	DeHaan
Title	Director of Emergency Management
Agency/Organization	City of Everett Office of Emergency Management
Address 1	2801 Oakes Ave
Address 2	
City	Everett
State	WA
ZIP	98201 - 3629
Phone	425-257-8109 Ext.
Fax	425-257-8136
Email	ddehaan@everettwa.gov

Point of Contact

Title	Ms.
First Name	Sarah
Middle Initial	
Last Name	LaVelle
Title	Emergency Planning and Operations Coordinator
Agency/Organization	City of Everett Office of Emergency Management
Address 1	2801 Oakes Ave
Address 2	
City	Everett
State	WA
ZIP	98201 - 3629
Phone	425-257-7965 Ext.
Fax	425-257-8136
Email	slavelle@everettwa.gov

Community Information

Please provide the name of each community that will benefit from this mitigation activity by clicking on the Find Community button. You shall modify Congressional District for each community by directly editing the textbox(es) provided. You should also notify your state NFIP coordinator so that it can be updated in the Community Information System database. When you are finished, click the *Save and Continue* button below.

State	County Code	Community Name	CID Number	CRS Community	CRS Rating	State Legislative District	US Congressional District
WA	530164_QBM0Z0II9	EVERETT, CITY OF	530164	N		530164	2

Comments

Attachments

State	WA	
Community Name	EVERETT, CITY OF	
County Name	WASHINGTON	
County Code	SNOHOMISH COUNTY	
City Code	530164	
FIPS Code	061	Help
CID Number	530164	Help
CRS Community	N	
CRS Rating		
State Legislative District	530164	
US Congressional District	2	
FIRM or FHBM available?	Yes	
Community Status	PARTICIPATING	Help
Community participates in NFIP?	Yes	
Date entered in NFIP	12-17-1973	
Date of most recent Community Assistance Visit (CAV)?	07-09-2009	Help

Mitigation Plan

Is the entity that will benefit from the proposed activity covered by a current FEMA-approved multi-hazard mitigation plan in compliance with 44 CFR Part 201?	Yes

If Yes, please answer the following:

What is the name of the plan?	City of Everett Hazard Mitigation Plan
What is the type of plan?	Local Multihazard Mitigation Plan
When was the current multihazard mitigation plan approved by FEMA?	09-10-2012
Describe how the proposed activity relates to or is consistent with the FEMA-approved mitigation plan.	The FEMA-approved City of Everett Hazard Mitigation Plan is reaching the end of its 5-year update cycle. The proposed activity is to update the existing plan and submit for approval.

If No or Not Known, please answer the following:

Does the entity have any other mitigation plans adopted?	No

If Yes, please provide the following information.

Plan Name	Plan Type	Date Adopted	Attachment

Please identify all previous FEMA planning grants received:

Type of Grant	Performance Period		Deliverable Activity	Amount
	Beginning Date	Ending Date		
Hazard Mitigation Grant	11-07-2003	12-31-2005	City of Everett Hazard Mitigation Plan	$25,000.00
Hazard Mitigation Grant	09-27-2010	03-31-2012	Updated City of Everett Hazard Mitigation Plan	$70,620.00
			Total	$95,620.00

Does the State/Tribe in which the entity is located have a current FEMA-approved mitigation plan in compliance with 44 CFR Part 201?	Yes

If Yes, please answer the following:

What is the name of the plan?	State of Washington Enhanced Mitigation Plan
What is the type of plan?	Enhanced State Multi-hazard Mitigation Plan
When was the current multihazard mitigation plan approved by FEMA?	10-01-2013
Describe how the proposed activity relates to or is consistent with the State/Tribe's FEMA-approved mitigation plan.	Updating Everett's Hazard Mitigation Plan ensures the most current hazard identification and vulnerability assessment information and integrates this information with relevant State Mitigation priorities. This effort promotes consistent mitigation planning and appropriately targets project funding in accordance with State Mitigation objectives.

If you would like to make any comments, please enter them below.

To attach documents, click the *Attachments* button below.

Scope of Work (Page 1 of 2)

Title of your proposed activity (should include the type of activity and location):

City of Everett Hazard Mitigation Plan Update

Proposed types of Mitigation Activity(ies):

Activity Code	Activity Name
91.1	Local Multihazard Mitigation Plan

If Other or Miscellaneous selected above, please specify:

Describe the geographic area(s) to be covered by the planning activity:

All land included within the City of Everett's city limits. The City of Everett is the seat of Snohomish County and its largest city. The city is located on a peninsula at the delta of the Snohomish River in the west central portion of Snohomish County. It borders Port Gardner Bay and includes approximately 15% tidal water within its area of 47.7 square miles.

Source(s) of hazards specific to the geographic area to be addressed by the planning activity:

Tsunami, Fire, Other (Specify in Comments), Volcano, Flood, Severe Storm(s), Mud/Landslide, Earthquake, Toxic Substances

Scope of Work (Page 2 of 2)

Option that describes the intent of this planning application:

Update

If a plan update, describe the evaluation process of the existing plan for its strengths, weaknesses and utility:

The contract team, with the assistance of the Emergency Management Director (Director), will evaluate the existing 2011 City of Everett Hazard Mitigation Plan to identify where new or updated information will be incorporated. The team will conduct a section by section inventory of the existing plan to identify where any gaps in information exist. The contract team will review the identified hazards as well as the existing plan's goals and action items and consider revising them if warranted by changing conditions in the City of Everett. The contract team will also review the existing plan's implementation strategies for the action items to determine if they have been effective and are still relevant or need to be revised.

Describe the process for implementing this planning activity, including the following plan development requirements: 1) participation of agencies, stakeholders and the public; 2) hazard identification and risk/vulnerability assessment; 3) mitigation strategy; 4) plan adoption; and 5) plan maintenance:

Everett OEM will hire a contractor to update the Everett Hazard Mitigation Plan. The Emergency Management Director (Director) will oversee and work with the selected contractor team. The contractor team will report to the Director and be responsible for several key activities. It is estimated to take four weeks to bring a contractor on board. The contractor team, with the support of the Director, will conduct partner agency, stakeholder, and public engagement in the plan update process. They will use public forums, collaborative meetings, press releases, web-based tools, social media, and other means to encourage participation from the community. The contractor team will establish public meeting schedules through the City of Everett's Council of Neighborhoods for citizens, business, and government and education stakeholders to participate. The contractor team will compile public input gathered through engagement activities to apply to updating the mitigation goals and the City of Everett Hazard Inventory and Vulnerability Analysis (HIVA). Everett's World Café style public forum for the City of Everett 2011 Hazard Mitigation Plan update was recognized as a successful community involvement approach in FEMA's Local Mitigation Planning. Everett Emergency Management and the contractor team will explore utilizing this method or a modified version of it to engage

the public in the community involvement portions in the update. Public involvement activities are estimated to take 12 weeks to complete. In addition to updating the Hazard Mitigation Plan, the contractor team will also update the Everett Hazard Inventory and Vulnerability Analysis (HIVA). The contractor team will review the HIVA to determine where new or updated information will be incorporated, especially as it relates to changing conditions in the City of Everett and the input collected from stakeholders and the public. The list of hazards in the HIVA may be modified based on stakeholder and community input and new data analysis. The updated HIVA will be used to influence and guide the updated mitigation strategy. It is estimated to take 12 weeks to review and update Everett's current HIVA. The contractor team, with support from the Director, will update the existing Everett Hazard Mitigation Plan. The input collected from partners, stakeholders, and the public will be used to establish Hazard Mitigation Plan Goals, inform the mitigation actions, and assist in the implementation of the identified mitigation actions. The contract team will gather other existing plans (including Everett's HIVA update) and applicable policies and ordinances and incorporate them into the plan update. The contractor team may also assist on new Everett Hazard Mitigation Plan annexes or updating existing ones like the Everett Economic Mitigation Plan. The updated Everett Hazard Mitigation Plan will be evaluated against other relevant plans and integrated with them. This task is estimated to take 12 weeks. The Director will facilitate the review and comment period with the State and the Federal Emergency Management Agency (FEMA). The submission and review process is estimated to take 12 weeks. After FEMA's review and subject to promulgation, the draft plan is presented to City Council at a regular meeting for authorization of adoption and promulgation by the Mayor. Following the City Council's vote, the Mayor promulgates within two weeks. The Everett Emergency Management staff will oversee the dissemination of the updated plan to stakeholders and the public immediately after adoption and promulgation. This step is estimated to take four weeks to complete. The contractor team will document the planning process, who participated, research conducted, and public participation input. A plan maintenance mechanism will be updated by the contractor team to ensure continued monitoring by Everett Emergency Management of overall hazard mitigation goals, mitigation actions, and implementation timelines.

What are the primary sources of information and data and how it will be incorporated into existing planning mechanisms?

The information and data incorporated into the existing planning mechanisms will come from multiple different sources. First the contractor team will compile information from research (including historical, hazard related, demographic, and other types of information related to the City of Everett) and analysis of other City of Everett and partner plans as well as applicable policies and ordinances to ensure integration of the updated Everett Hazard Mitigation Plan. The other primary source of information and data comes from the public and partner engagement process. The contract team, with the support of the Director, will establish a schedule for community and stakeholder engagement. These forums will be used to collect input that will be used to guide the update of Everett's HIVA and Hazard Mitigation Plan, especially the mitigation goals and action items.

What staff and resources will be used to implement this planning activity?

Everett OEM will hire a contractor to update the Everett Hazard Mitigation Plan. The Emergency Management Director will oversee and work with the selected contractor team. The contractor team will report to the Director and be responsible for several key activities. The Emergency Management Director is committing 250 hours of labor as an in-kind match for project oversight, to be the point person for the contractor team, and to facilitate FEMA approval and City adoption/promulgation of the updated Everett Hazard Mitigation Plan. The number of hours committed by the Emergency Management Director are based on our prior Hazard Mitigation Plan Update process. Everett Emergency Management has the ability to provide this match through regular staff time of the Emergency Management Director.

If you would like to make any comments, please enter them below:

The 2011 HIVA focuses on 1) earthquakes, 2) severe storms, 3) pandemics, 4) climate change, 5) fire, 6) flooding, 7) hazardous materials, 8) landslides, 9) tsunami and seiche, and 10) volcanic eruptions. This may be modified based on stakeholder and community input and new data analysis.

Attachments:

Neighborhoods_Jan_2012.pdf
Hazard Inventory and Vulnerability Assessment 2011 update.pdf

Schedule

Description Of Task	Starting Point	Unit Of Time	Duration	Unit Of Time	Work Complete By
Hire a contractor to update the Everett Hazard Mitigation Plan	1	WEEKS	4	WEEKS	City of Everett
Review current plan and integrate new/updated conditions	5	WEEKS	12	WEEKS	Contractor with Everett Emergency Management Assistance
Update Everett Hazard Inventory and Vulnerability Assessment	17	WEEKS	12	WEEKS	Contractor with Everett Emergency Management Assistance
Conduct public involvement activities	29	WEEKS	12	WEEKS	Contractor with Everett Emergency Management Assistance
Integrate updated Everett Hazard Mitigaiton Plan with other relevant plans	41	WEEKS	12	WEEKS	Contractor with Everett Emergency Management Assistance
Submit the updated plan to the State and FEMA for review	53	WEEKS	12	WEEKS	Everett Emergency Management
Adopt and promulgate updated Everett Hazard Mitigation Plan	65	WEEKS	4	WEEKS	Everett Emergency Management

Estimate the total duration of the proposed activity: 16 MONTHS

91.1 - Local Multihazard Mitigation Plan Federal Share: $ 75,000.00

Item Name	Grant Budget Class	Subgrant Budget Class	Unit Quantity	Unit of Measure	Unit Cost ($)	Cost Estimate ($)
Hire a contractor to update the plan	Contractual	Other (Staff time as in-kind match)	19.00	Hour	$ 76.00	$ 1,444.00
Supplies to support planning effort	Contractual	Supplies	1.00	Each	$ 6,000.00	$ 6,000.00
Review and update current plan	Contractual	Contractual	750.00	Hour	$ 25.00	$ 18,750.00
Review and update current plan: staff assistance	Contractual	Other (Staff time as in-kind match)	22.00	Hour	$ 76.00	$ 1,672.00
Update HIVA	Contractual	Contractual	750.00	Hour	$ 25.00	$ 18,750.00
Update HIVA: staff assistance	Contractual	Other (Staff time as in-kind match)	45.00	Hour	$ 76.00	$ 3,420.00
Conduct public involvement activities	Contractual	Contractual	750.00	Hour	$ 25.00	$ 18,750.00
Conduct public involvement: staff assistance	Contractual	Other (Staff time as in-kind match)	67.00	Hour	$ 76.00	$ 5,092.00
Integrate updated plan with other relevant plans	Contractual	Contractual	750.00	Hour	$ 25.00	$ 18,750.00
Integrate update w/ other plans: staff assistanc	Contractual	Other (Staff time as in-kind match)	41.00	Hour	$ 76.00	$ 3,116.00
Submit updated plan to State and FEMA for review	Contractual	Other (Staff time as in-kind match)	34.00	Hour	$ 76.00	$ 2,584.00
Adopt and promulgate updated plan	Contractual	Other (Staff time as in-kind match)	22.00	Hour	$ 76.00	$ 1,672.00
					Total Cost	$ 100,000.00

Total Plan Cost Estimate: $ 100,000.00

Cost Share

Activity Cost Estimate	$ 100,000.00	
Federal Share Percentage	75%	
Non-Federal Share Percentage	25%	
	Dollars	Percentage
Proposed Federal Share	$ 75,000.00	75%
Proposed Non-Federal Share	$ 25,000.00	25%

Non-Federal Funds

Source Agency	Name of Source Agency	Funding Type	Amount ($)	Action
Local Agency Funding	Everett Emergency Management	Supplies	$ 6,000.00	View Details
Local Agency Funding	Everett Emergency Management (in-kind)	Labor	$ 19,000.00	View Details
		Grand Total	**$ 25,000.00**	

If you would like to make any comments, please enter them below.

Everett Emergency Management is considering contracting with the University of Washington's Institute for Hazards Mitigation Planning and Research (per the City of Everett's purchasing policy accepted by the state, this contractor hiring would be exempt from going out to bid). The cost for hiring their research team is about $25 per hour. This information is the basis of the unit cost for contractual labor in this application. The number of hours listed for the contract team in the Cost Estimate table are based on our prior Hazard Mitigation Plan process and would include an instructor and about 5-6 students. In addition to the City of Everett contributing $6,000.00 for supplies, Everett Emergency Management is committing staff resources for in-kind labor for this project. The unit cost for the in-kind labor committed by the Everett Emergency Management staff is based on the hourly wage, plus benefits, of the Emergency Management Director. This unit cost is $76 per hour (wages and benefits). Emergency Management staff will oversee getting a contractor on board, and will then assist the contractor team in completing the necessary steps for updating the Everett Hazard Mitigation Plan. These steps include reviewing and updating the current plan and HIVA, assisting the contractor team in conducting a public involvement process and by helping the contractor team integrate the updated plan with other existing plans. Further staff labor will be used to facilitate a FEMA comment period; and finally, staff labor will facilitate the City of Everett's adoption and promulgation of the updated Hazard Mitigation Plan. The in-kind resources committed by the City of Everett are available at any time but will formally begin when the federal funding is released to the City of Everett.

Attachments

BudgetEstimate_byCategory.pdf

Funding Source	Local Agency Funding
Name of Funding Source	Everett Emergency Management
Funding Type	Supplies
Amount	$ 6,000.00
Date of availability	
Funds commitment letter date	
Attachment (funds commitment letter)	

FundsCommitmentLetter_PDM_2015_signed.pdf

Funding Source	Local Agency Funding
Name of Funding Source	Everett Emergency Management (in-kind)
Funding Type	Labor
Amount	$ 19,000.00
Date of availability	
Funds commitment letter date	
Attachment (funds commitment letter)	FundsCommitmentLetter_PDM_2015_signed.pdf

Evaluation (Page 1 of 2)

Is the recipient participating in the Community Rating System (CRS)?	No
If yes, what is their CRS rating?	
Is the recipient a Cooperating Technical Partner (CTP)?	No
Is the recipient a Firewise Community?	No
If yes, please provide their Firewise Community number.	
Has the recipient adopted building codes consistent with the International Codes?	Yes
Has the recipient adopted the National Fire Protection Association (NFPA) 5000 Code?	No
Have the recipient's building codes been assessed on the Building Code Effectiveness Grading Schedule (BCEGS)?	Yes
If yes, what is their BCEGS rating?	4
Is this a small, impoverished community?	No

Evaluation (Page 2 of 2)

How will this mitigation activity leverage involvement of partners to enhance its outcome?	Stakeholders, partners, and the public will be involved throughout the plan update process. They will be included when updating the HIVA and will contribute to the assessment of hazards that the HIVA and mitigation plan will focus on. The partner and community engagement process will also include the evaluation of existing mitigation goals and actions as well as the creation of new ones. Including partners and the public ensures that they have a good understanding of the mitigation strategy and how they are integrated into the process. The partner and public engagement process provides an opportunity to build on existing partnerships as well as establish new ones. Everett Emergency Management will also coordinate with other governmental agencies to integrate relevant portions of their separate mitigation plans. This will enhance not only Everett's strategy, but the other governmental agencies' as well.
Describe how this planning activity will benefit your community and how the plan/data will be used to promote resiliency?	The planning activity benefits the citizens of Everett by keeping development current with the Hazards Inventory and Vulnerability Assessment (HIVA) to ensure reduced vulnerability of Everett's citizens. Additionally, the update produces overall benefits by bringing up to date the inventory of completed mitigation projects and activities. The update also keeps the project inventory current with ongoing mitigation actions. Some of the mitigation actions established in the 2011 Everett Hazard Mitigation Plan are long term activities that are still in progress. The update process will revisit these actions to make sure that they are being implemented in an effective and meaningful way. Lastly, the update benefits the community by providing an opportunity for public participation in the hazard mitigation planning process and expanding local understanding of hazards and vulnerabilities in the City. The hazards in the HIVA and the mitigation actions in Everett's Hazard Mitigation Plan are chosen based on importance and are chosen through community and partner engagement. The update of the Everett Hazard Mitigation Plan and HIVA are important to take into consideration the changing conditions in Everett and to better reflect the concerns and focus of the public. By focusing on the hazards and mitigation actions that are relevant to the community, there is greater potential for the mitigation actions to be implemented and have a positive impact toward resiliency.

Comments:

Attachments:

Name	Date Attached

Assurances and Certifications

Please click the link in the status column to view forms.

Forms	Status
Part I: Assurances **Non-Construction** Programs.	Complete
Part II: Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibilities Matters; and Drug-Free Workplace Requirements.	Complete
Part III: SF-LLL, Disclosure of Lobbying Activities (**Complete only if applying for a grant of more than $100,000 and have lobbying activities using Non-Federal funds. See the Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibilities Matters; and Drug-Free Workplace Requirements form for lobbying activities definition.**)	Not Applicable

Attachments

CityofEverett_FormSF-424B_20150727.pdf

I, Sarah LaVelle, hereby sign this form as of 07-27-2015.

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements.

Attachments

CityofEverett_Form112-0-3C_20150727.pdf

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

I, Sarah LaVelle, hereby sign this form as of 07-27-2015.

Name of Section	Comment	Comments and Attachments Attachment	Date Attached
Scope of Work	The 2011 HIVA focuses on 1) earthquakes, 2) severe storms, 3) pandemics, 4) climate change, 5) fire, 6) flooding, 7) hazardous materials, 8) landslides, 9) tsunami and seiche, and 10) volcanic eruptions. This may be modified based on stakeholder and community input and considering analysis with the University of Washington's Institute for Hazards Mitigation Planning and Research (per the City of Everett's purchasing policy accepted by the state, this contractor hiring would be exempt from going out to bid). The cost for hiring their research team is about $25 per hour. This information is the basis of the unit cost for contractual	Neighborhoods_Jan_2012.pdf	07-24-2015
		Hazard Inventory and Vulnerability Assessment 2011 update.pdf	08-07-2015
Cost Share	Everett Emergency Management is considering contracting	BudgetEstimate_byCategory.pdf	08-07-2015
		FundsCommitmentLetter_PDM_2015_signed.pdf	08-07-2015
		FundsCommitmentLetter_PDM_2015_signed.pdf	08-07-2015

labor in this application. The number of hours listed for the contract team in the Cost Estimate table are based on our prior Hazard Mitigation Plan process and would include an instructor and about 5-6 students. In addition to the City of Everett contributing $6,000.00 for supplies, Everett Emergency Management is committing staff resources for in-kind labor for this project. The unit cost for the in-kind labor committed by the Everett Emergency Management staff is based on the hourly wage, plus benefits, of the Emergency Management Director. This unit cost is $76 per hour (wages and benefits). Emergency Management staff will oversee getting a contractor on

board, and will then assist the contractor team in completing the necessary steps for updating the Everett Hazard Mitigation Plan. These steps include reviewing and updating the current plan and HIVA, assisting the contractor team in conducting a public involvement process and by helping the contractor team integrate the updated plan with other existing plans. Further staff labor will be used to facilitate a FEMA comment period; and finally, staff labor will facilitate the City of Everett's adoption and promulgation of the updated Hazard Mitigation Plan. The in-kind resources committed by the City of

Everett are available at any time but will formally begin when the federal funding is released to the City of Everett.

FEMA Grants Application

Attachments

CityofEverett_Form112-0-10_20150727.pdf

Close Window

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION	DATE SUBMITTED
City of Everett Office of Emergency Management	November 21, 2016
PROJECT DESCRIPTION	**CONTRACT NUMBER**
Hazard Mitigation Grant between the City of Everett and the WA State Military Department	E17-102

1. AUTHORIZING AUTHORITY

SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Ray Stephanson	Mayor, City of Everett

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Ray Stephanson	Mayor, City of Everett
	James Iles	City Attorney, City of Everett
	Sharon Fuller	City Clerk, City of Everett

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

SIGNATURE	PRINT OR TYPE NAME	TITLE
	Brent Stainer	Director, Everett OEM
	Sarah LaVelle	Planning and Ops Coor., OEM

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.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
City of Everett

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☑ Other (see instructions) ▶ Local Government

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2930 Wetmore Avenue

Requester's name and address (optional)
Washington State Military Department
1 Militia Drive / MS: TA-20
Camp Murray, WA 98439-5092

6 City, state, and ZIP code
Everett, WA 98201

7 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 line 1 to avoid backup withholding. For individuals, this is generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
9 1 – 6 0 0 1 2 4 8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

FFATA FORM

Subrecipient Agency: City of Everett Office of Emergency Management			
Grant and Year: Hazard Mitigation FFY15		**Agreement Number**: E17-102	
Completed by:	Sarah LaVelle	Planning and Ops Coor.	(425) 257-7965
	Name	*Title*	*Telephone*
Date Completed: 11/1/2016			

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

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

STEP 6

If your organization does not meet these criteria, specifically identify below **each** criteria that is not met for your organization: For Example: "Our organization received less than $25,000."

Our grant agreement is more than $25,000.

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/

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

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

ADDITIONAL PROVISIONS

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 as identified in Step 5 of the FFATA Form.

Washington Military Department Contract Number:_____

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME City of Everett Office of Emergency Management		Doing business as (DBA) same	
ADDRESS 2801 Oakes Avenue Everett WA 98201	**Applicable Procurement or Solicitation #, if any:**	WA Uniform Business Identifier (UBI) 313-009-341	Federal Employer Tax Identification #: 91-6001248
This certification is submitted as part of a request to contract.			

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

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

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

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

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

Bidder or Contractor Signature: _____ Date: _____

Print Name and Title: Ray Stephanson, Mayor, City of Everett

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

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

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

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

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

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

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

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

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

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

Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision

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