



**CITY COUNCIL  
AGENDA BILL**

**AB 15-45**

**Meeting Date: August 3, 2015**

**AGENDA ITEM INFORMATION**

***SUBJECT: Safe Haven  
Contract with FEMA via  
the Washington  
Emergency Management  
Division***

***Originator:***

Mayor

City Council

City Administrator

City Attorney

City Clerk

City Engineer

Community Development Director

**GB**

Finance Director

Fire Chief

Police Chief

Streets/Parks/Drainage Supervisor

***COST: N/A***

Water/Wastewater Supervisor

Tourism & Events Coordinator

***SUMMARY STATEMENT:*** Attached are contracting documents for administration of our grant with FEMA (through the Washington State Military Department, Emergency Management Division (EMD)). The contract has been reviewed and commented on by the City Attorney. Also, the City must include the authorized match (\$56,187) in next year's budget. In future, we will discuss our total match for this grant.

***RECOMMENDED ACTION: Authorize the Mayor and City Administrator to execute the agreement and complete all required paperwork.***

U.S. Department of Homeland Security  
FEMA Region X  
Federal Regional Center  
130 228th Street, SW  
Bothell, WA 98021-8627



# FEMA

04/28/2015

Kurt Hardin, Governor's Authorized Representative  
Division of Emergency Management  
Washington Military Department  
Building 20, MS: TA-20  
20 Aviation Drive  
Camp Murray, Washington 98430-5112

RE: Hazard Mitigation Grant Program (HMGP) for DR-4056-WA  
Approval of Project 4056-20-R – City of Long Beach  
City of Long Beach Tsunami Safe Haven Berm – Phase 1

Dear Mr. Hardin:

The U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) Region 10 has approved and obligated funding for Phase 1 of this Tsunami Safe Haven Berm project submitted on 05/28/2013 under the HMGP for Disaster DR-4056-WA. Pursuant to FEMA's Strategic Funds Management policy, the current Award is only for Phase 1 of the submitted project. Phase 1 of the Tsunami Safe Haven Berm project includes Civil Engineering, Geotechnical Investigation, Architecture and Engineering(30% design), and Geotechnical Engineering.

Phase 1 is only for the design and engineering components of documentation that will determine the feasibility of a Phase 2 Construction project. This Phase 1 is intended to fund activities that will be completed within the next three months. Future Phases of this project will be awarded as prior Phases are completed or the Sub-recipient is prepared to commence additional project work within the following quarter.

Total Project Cost:	\$ 449,500
Federal share (75%):	\$ 337,125
State match (12.5%):	\$ 56,188
Local match (12.5%):	\$ 56,187

Phase 1 of this project was approved on April 23, 2015. The Obligation was made on April 24, 2015, and the paperwork is enclosed. The Period of Performance for DR-4056-WA currently ends on March 5, 2017. Please note that FEMA does not specify a sub-award Period of Performance. However, once the State is notified that a project has been completed, the Final Site Inspection

Mr. Hardin  
4/28/2015  
Page 2

should be made, and closeout documentation should be submitted to R10 within 90 days, except when an extension has been approved by Hazard Mitigation Assistance (HMA) staff.

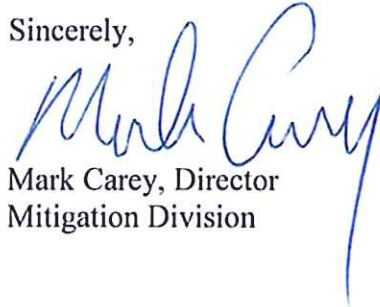
Phase 1 of this project was reviewed per the National Environmental Policy Act (NEPA) and related laws and Executive Orders on March 25, 2015. A copy of the CATEx Record of Environmental Consideration is enclosed.

Phase 1 of this project is approved subject to compliance with the following (additional) sets of conditions attached to or enclosed with this letter:

- Environmental conditions pertinent to this project (see Attached).
- Standard HMGP administrative provisions

For further assistance, please contact Sonny Kunchick, HMA Specialist, at (425) 949-2012.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark Carey", is written over the typed name and title.

Mark Carey, Director  
Mitigation Division

cc: Tim Cook, WA EMD SHMO

**Environmental Conditions of Approval: March 25, 2015**

**Project 4056-20-R– City of Long Beach, WA – Tsunami Safe Haven Berm**

- This review does not address all Federal, State, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, State, and local laws. Failure to obtain all appropriate Federal, State, and local environmental permits and clearances may jeopardize Federal funding.
- Any change to the approved Scope of Work will require re-evaluation for compliance with the National Environmental Policy Act (NEPA) and other laws and EOs (Executive Orders).
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and Federal Emergency Management Agency (FEMA).



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

1. Sub-Grantee Name and Address: <b>City of Long Beach</b> <b>115 Bolstad Avenue West</b> <b>(P.O. Box 310)</b> <b>Long Beach, WA 98631-0310</b>		2. Total Grant Amount: <b>\$449,500 (Phase 1)</b>  <b>Up to \$337,125 F; \$56,187.50 S;</b> <b>\$56,187.50 L</b>		3. Grant Number:  <b>D16-003</b>	
4. Sub-Grantee Contact, phone/email: <b>Gayle Borchard, (360) 642-4421</b> <a href="mailto:planner@longbeachwa.gov">planner@longbeachwa.gov</a>		5. Grant Start Date:  <b>April 23, 2015</b>		6. Grant End Date:  <b>March 5, 2017</b>	
7. Department Program Manager, phone/email: <b>Tim Cook, (253) 512-7072</b> <a href="mailto:tim.cook@mil.wa.gov">tim.cook@mil.wa.gov</a>		8. Data Universal Numbering System (DUNS):  <b>246844667</b>		9. UBI # (state revenue):  <b>252-222-463</b>	
10. Funding Authority: Washington State Military Department (the "Department"), and Federal Emergency Management Agency (FEMA)					
11. Funding Source Agreement #: <b>FEMA-4056-DR-WA-20-R</b>		12. Program Index # <b>724F3 / 722L3 NZ</b>		13. Catalog of Federal Domestic Asst. (CFDA) # & Title: <b>97.039 (HMGP)</b>	
14. TIN or SSN: <b>91-6001455</b>					
15. Service Districts: (BY LEGISLATIVE DISTRICT): <b>19th</b> (BY CONGRESSIONAL DISTRICT): <b>3<sup>rd</sup></b>		16. Service Area by County(ies):  <b>Pacific County</b>		17. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
18. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			19. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
20. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____			21. Contractor Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> OTHER		
22. BRIEF DESCRIPTION: FEMA's Hazard Mitigation Grant Program provides grants for mitigation planning and cost-effective mitigation actions after a Presidential disaster declaration to reduce the risk of loss of life and property damage in future disasters. Title: City of Long Beach Tsunami Safe Haven Berm - Phase 1. This project phase provides funding for pre-construction work prior to tsunami evacuation berm construction in Long Beach, WA. Phase 1 includes site investigation & acquisition, permitting, and 30% engineering & design. Once Phase 1 is complete, Phase 2 will construct a vertical-evacuation, hardened-earth berm centrally located in Long Beach and adjacent to an elementary school to provide an artificial "high ground" area for over 600 children, their teachers and caregivers, residents, and visitors to shelter against tsunami inundation.					
IN WITNESS WHEREOF, the Department and Sub-Grantee acknowledge and accept the terms of this Grant Agreement, exhibits, references and attachments hereto and have executed this Grant Agreement as of the date and year written below. This Grant Agreement Face Sheet; Special Terms & Conditions (Attachment 1); General Terms and Conditions (Attachment 2); Certification and Assurances (Attachment 3); Statement of Work and/or Description of Project (Attachment 4); Project Development Schedule (Attachment 5); Project Budget (Attachment 6); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Grant Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.					
In the event of an inconsistency in this Grant Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:					
<ol style="list-style-type: none"> <li>1. Applicable Federal and State Statutes and Regulations</li> <li>2. Statement of Work and/or Project Description as outlined in FEMA approved Project Application</li> <li>3. Special Terms and Conditions</li> <li>4. General Terms and Conditions, and,</li> <li>5. Other provisions of the contract incorporated by reference.</li> </ol>					
WHEREAS, the parties hereto have executed this Grant Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUB-GRANTEE:		
Signature _____ Date _____ Richard A. Woodruff, Contracts Administrator Washington State Military Department			Signature _____ Date _____ David Glasson, City Administrator		
BOILERPLATE APPROVED AS TO FORM:			APPROVED AS TO FORM:		
Brian E. Buchholz (signature on file) 1/28/2015 Assistant Attorney General			Signature _____ Date _____ Douglas E. Goelz, City Attorney		

Form 1/28/2015 mil



**Washington State Military Department  
SPECIAL TERMS AND CONDITIONS**

**ARTICLE I - KEY PERSONNEL:**

1. The individuals listed below shall be considered key personnel and point of contact. Any substitution by either party must be submitted in writing.

SUB-GRANTEE		MILITARY DEPARTMENT	
Name	<b>Gayle Borchard</b>	Name	<b>Tim Cook</b>
Title	<b>Director, Community Development</b>	Title	<b>State Hazard Mitigation Officer</b>
E-Mail	<a href="mailto:planner@longbeachwa.gov">planner@longbeachwa.gov</a>	E-Mail	<a href="mailto:tim.cook@mil.wa.gov">tim.cook@mil.wa.gov</a>
Phone	<b>360-642-4421</b>	Phone	<b>253-512-7072</b>
Name	<b>David Glasson</b>	Name	<b>Dave Spicer</b>
Title	<b>Administrator, City of Long Beach</b>	Title	<b>HMGP Grant Coordinator</b>
E-Mail	<a href="mailto:administrator@longbeachwa.gov">administrator@longbeachwa.gov</a>	E-Mail	<a href="mailto:david.spicer@mil.wa.gov">david.spicer@mil.wa.gov</a>
Phone	<b>360-642-4421</b>	Phone	<b>253-512-7082</b>
Name		Name	
Title		Title	
E-Mail		E-Mail	
Phone		Phone	

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

The SUB-GRANTEE shall comply with all applicable state and federal laws, regulations, and program guidance. A non-exclusive list of laws, regulations and guidance commonly applicable to FEMA grants are listed here for reference only, and include but are not limited to, the following:

1. Applicable FEMA CFR and Program Guidance provisions:
  - Title 44 Code of Federal Regulations (CFR) Part 206, Subpart N (206.430- .440), Hazard Mitigation Grant Program.
  - Title 44 CFR Part 79, Flood Mitigation Grants.
  - Title 44 CFR Part 80, Property Acquisition and Relocation for Open Space.
  - Title 44 CFR Part 7, Nondiscrimination in Federally Assisted Programs.
  - Title 44 CFR Part 9, Floodplain Management and Protection of Wetlands.
  - Title 44 CFR Part 10, Environmental Considerations.
  - Title 44 CFR Part 16, Enforcement of Nondiscrimination on the Basis of Handicap.
  - Title 44 CFR Part 17, Government wide Requirements for Drug-Free Workplace.
  - Title 44 CFR Part 18, New Restrictions on Lobbying.
  - *Hazard Mitigation Assistance Unified Guidance*, FEMA, July 12, 2013.
2. Cost Principles:
  - 2 CFR Part 220 – OMB Circular A-21, as revised, Cost Principles for Educational Institutions.
  - 2 CFR Part 225 as revised, Cost Principles for State, Local and Indian Tribal Governments.
  - 2 CFR Part 230 as revised, Cost Principles for Non-Profit Organizations.
3. Administrative Requirements:
  - 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- OMB Circular A-102, as revised, Grants and Cooperative Agreements with State and Local Governments.
  - 2 CFR Part 215 – OMB Circular A-110, as revised, Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.
4. Audit Requirements:
- OMB Circular A-133, as revised, Audits of States, Local Governments, and Non-Profit Organizations.
5. The Sub-Grantee shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note), and complete and return to the Department Attachment 7 attached to and made a part of this Agreement.

### ARTICLE III – COMPENSATION SCHEDULE:

#### 1. PROJECT FUNDING

The Department will administer the Hazard Mitigation Grant Program and will pass through the federal match and commit the required state match. The Sub-Grantee will commit the required local match.

- a. The total cost of the project (total project cost) for the purposes of this Grant Agreement is **\$449,500** dollars; PROVIDED that, if the total cost of the project when completed, or when this Grant Agreement is terminated, is actually less than above, the actual cost shall be substituted herein.
- b. The value of the contributions by the Sub-Grantee to the project shall be **\$56,187.50** dollars, or **12.5** percent, at minimum, of the total project cost. The Sub-Grantee's 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 **\$337,125.00** dollars, or **75** percent of the total project cost, whichever is less.
- d. The value of the contributions by the Department to the project shall be **\$56,187.50** dollars, or **12.5** percent, at minimum, of the total project cost. The Department's contributions must be from a non-federal source and must comply with all Federal requirements and regulations.
- e. The Department shall not be obligated to pay any amount beyond that set out in Subsections c and d above, unless that additional amount has been approved in advance by both the Department and Sub-Grantee and is incorporated by written amendment into this Grant Agreement.
- f. Except as provided in Article III, 1. g. of this Agreement, some flexibility to shift funds between budget categories is allowed as follows: Transfer of funds between total direct cost categories in the approved budget will not be reimbursed without the prior written authorization of the Department and FEMA when such cumulative transfers among those approved cost categories exceed 10 percent of the total budget. Approved budget categories are as specified or defined in the Project Budget, Attachment 6.
- g. Transfer of funds between construction and non-construction budget categories is allowed only upon prior written approval and authorization of the Department. Approved budget categories are as specified or defined in the Project Budget, Attachment 6.
- h. The funding for the complete project is provided by two grant awards. The first award letter from FEMA entitled "City of Long Beach Tsunami Safe Haven Berm - Phase 1", dated April 28, 2015, funds civil engineering, geotechnical investigation, architectural and engineering (30% design), and geotechnical engineering work in a pre-construction

phase; the second, "Phase 2", award letter from FEMA will be issued after the pre-construction phase is complete and will fund final design/engineering, the contract/bid process, and construction. Both award letters are incorporated in and made a part of this Agreement by reference (Attachment 9).

## 2. GRANT AGREEMENT PERIOD

Activities payable under this Grant Agreement and to be performed by the Sub-Grantee under this Grant Agreement shall only be those after the obligation of federal funds on April 24, 2015 and shall terminate on March 5, 2017. This period shall be referred to herein as the Grant Agreement Period and/or Period of Performance, unless expressly stated otherwise. Costs incurred during the Grant Agreement Period shall include pre-award costs authorized in writing by FEMA as well as eligible costs incurred after the effective date of the Grant Agreement Period and before termination.

- a. The Sub-Grantee shall complete the project as described in the FEMA approved project application 4056-20-R, incorporated in and made a part of this Agreement by reference, and as described in Attachments 4, 5 and 6. In the event of extenuating circumstances, the Sub-Grantee may request, in writing, that the Department extend the deadline for Grant Agreement completion. The Department may, in its sole discretion, extend the deadline only by written amendment to this Agreement.
- b. No expenditure made, or obligation incurred, before or after the Grant 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 remedy the Department may have under this Grant Agreement, the amounts set out in Article III, section 1, **Project Funding**, above, may be reduced to exclude any such expenditure from participation.
- c. Failure to complete the project in a timely manner, as outlined in Attachment 5, is a material breach of this Grant Agreement for which the Department is entitled to termination or suspension under Attachment 2, section A.35.

## 3. PROJECT PAYMENT(s)

The Department, using disaster funds from PL 93-288, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, and the State of Washington, for the Hazard Mitigation Grant Program, shall issue payments to the Sub-Grantee as follows:

- a. Payment for eligible, reimbursable work completed and billed on an A-19, Voucher Distribution, upon receipt of acceptable documentation, 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 III, section 1, Project Funding, to the Sub-Grantee 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 Sub-Grantee 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, the United States Inspector General, or their authorized representatives.



#### **ARTICLE IV – DOCUMENTATION**

The Sub-Grantee 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.

#### **ARTICLE V – REPORTS:**

1. In addition to the reports as may be required elsewhere in this Grant Agreement, the Sub-Grantee shall promptly prepare and submit the following reports to the Department's Key Personnel:
  - a. Quarterly progress reports, no later than the 15<sup>th</sup> 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 Sub-Grantee 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 Sub-Grantee 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.

#### **ARTICLE VI – TIME EXTENSIONS**

A time extension request for Grant Agreement completion must be submitted by the Sub-Grantee 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.

#### **ARTICLE VII – SUBRECIPIENT MONITORING:**

1. The Department may monitor the use of project funding, costs, and activities by the Sub-Grantee under this Grant Agreement during the Period of Performance and for the life of any equipment purchased under this Grant Agreement for compliance with federal and state laws and regulations, audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F or OMB Circular A-133, as amended. As a subrecipient of federal financial assistance under 2 CFR Part 200 Subpart F/Circular A-133, the Sub-grantee shall complete and return to the Department Attachment 8 "2 CFR Part 200 Subpart F/OMB Circular A-133 Audit Certification Form" with the signed Grant Agreement and each fiscal year thereafter until the Grant Agreement is closed, which form is incorporated in and made a part of this Agreement.
2. Monitoring activities may include, but are not limited to:
  - a. Review of quarterly project performance reports;
  - b. Review of all documentation related to Sub-Grantee completion of Grant Agreement deliverables and compliance with the Grant Agreement;

- c. Review of reimbursement requests to ensure allowability and consistency with Grant Agreement budget;
  - d. On-site visits with the Sub-Grantee and of the project to review work in progress, equipment records and inventories, verify source documentation for reimbursement requests and performance reports, verify other supporting documentation, and verify completion of the project funded under this Grant Agreement.
3. As a subrecipient of federal funds, the Sub-Grantee is required to meet or exceed the monitoring activities, as outlined above, for all contractors, consultants, and subrecipients who receive pass-through funding from this Grant Agreement.

## **ARTICLE VIII – CLOSE-OUT**

To initiate close-out, the Sub-Grantee 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 Grant Agreement.

Prior to project close-out, the Sub-Grantee shall provide the Department with acceptable documentation supporting compliance with the Grant Agreement. General documentation supporting compliance with the Grant 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  $\pm 20$  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 Sub-Grantee has met the environmental and historic preservation conditions of the grant award as described in this Grant Agreement.
- Copies of all compliance and consultation documentation required by the grant award as described in the Grant 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 Sub-Grantee 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 Sub-Grantee regarding other documentation requirements of the Grant Agreement throughout the Period of Performance.

## ARTICLE IX – ADDITIONAL SPECIAL CONDITIONS

### 1. CONSTRUCTION DOCUMENTS, CONTRACTS, CHANGE ORDERS

- a. Construction Document Approval: The Sub-Grantee agrees to submit one copy of all construction plans and specifications to the Department for review and approval **prior to** solicitation of bids for construction. Review by the Department will be for compliance with the terms of this Grant Agreement.
- b. Construction Contracts: Construction contracts shall be awarded through a process of competitive bidding, if required by federal, state and local law and in compliance with applicable procurement requirements of 44 CFR Part 13, section 13.36. Copies of all bids and contracts awarded shall be submitted to the Department upon request. Where all bids are substantially in excess of project estimates, the Department may, by notice in writing, suspend the project for determination of appropriate action, which may include termination of the Grant Agreement.
- c. Construction Change Order: All change orders must be in writing and shall be submitted to the Department. The Sub-Grantee shall pay any increase in the cost of the project as the result of a change order, unless the Department has agreed to the change with a written amendment to this Grant Agreement.

### 2. PROCUREMENT

The Sub-Grantee shall comply with the requirements of 44 CFR Part 13, section 13.36, Procurement, when procuring services, supplies, and property funded by this grant agreement. The Sub-Grantee must use its own procurement procedures which are consistent with applicable State and local laws and regulations, ***provided*** that the procurements conform to applicable Federal law and the standards identified in 44 CFR Part 13, section 13.36 as amended. Depending upon the scale of the procurement and the type of services or property to be procured under this Grant Agreement, the Sub-Grantee must use one of the following for its procurement:

- a. Small purchases. The Sub-Grantee shall obtain price or rate quotations from an adequate number of qualified sources for securing services, supplies, or other property that do not cost more than the federal simplified acquisition threshold, currently set at \$100,000.
- b. Sealed bids (formal advertising). The Sub-Grantee shall publicly solicit and award a firm-fixed-price contract (lump sum or unit price) to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price.

- c. Competitive proposals. The Sub-Grantee, when conditions are not appropriate for the use of sealed bids, shall solicit competitive proposals when more than one source is submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded.
- d. Non-competitive proposals. The Sub-Grantee may procure services or property through solicitation of a proposal from only one source, or after solicitation of a number of sources if competition is determined inadequate. Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals, and one of the following circumstances applies: the item is available only from a single source; the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation; the Department authorizes noncompetitive proposals; or competition is determined inadequate after solicitation of a number of sources.

The Sub-Grantee must maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

The Sub-Grantee will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The Sub-Grantee will maintain records sufficient to detail the significant history of the procurement. These records will include, but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

The Sub-Grantee will conduct all procurement transactions in a manner providing full and open competition consistent with the standards of 44 CFR Part 13, section 13.36.

### **3. ACQUISITION AND MANAGEMENT OF EQUIPMENT**

The Sub-Grantee agrees that all equipment purchased under this Grant Agreement will be recorded and maintained in the Sub-Grantee's equipment inventory system, in compliance with 44 CFR 13.32, Equipment.

- 1. Upon successful completion of the terms of this Grant Agreement, all equipment purchased through this Grant Agreement will be owned by the Sub-Grantee.
- 2. The Sub-Grantee shall be responsible for any and all operation and maintenance expenses and for the safe operation of their equipment including all questions of liability.
- 3. The Sub-Grantee shall maintain equipment records that include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; who holds 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.
- 4. Records for equipment shall be retained by the Sub-Grantee 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 Sub-Grantee until all litigation, claims, or audit findings involving the records have been resolved.
- 5. The Sub-Grantee 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 Sub-Grantee to determine the cause of the difference. The Sub-Grantee shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.



6. The Sub-Grantee 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.
7. The Sub-Grantee will develop adequate maintenance procedures to keep the property in good condition.
8. If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
9. 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, disposition of the equipment will be made 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 Sub-Grantee 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 Sub-Grantee shall compensate the Federal-sponsoring agency for its share.
10. As a subrecipient of federal funds, the Sub-Grantee must pass on equipment management requirements that meet or exceed the requirements outlined above for all contractors, consultants, and subrecipients who receive pass-through funding from this grant agreement.
4. As a recipient of federal financial assistance under this Agreement, the Sub-grantee shall comply with all applicable state and federal statutes, regulations, executive orders, and guidelines, including but not limited to the following:
  - a. All applicable state and federal statutes, regulations and executive orders relating to nondiscrimination, including but not limited to the following: (a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.) which prohibits discrimination on the basis of race, color or national origin; (b) the Civil Rights Act of 1968 (42 U.S.C. 3601), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex; (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability; (e) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; (j) Clean Air Act of 1970, (k) Clean Water Act of 1977, (n) Coastal Wetlands Planning, (o) Protection, and Restoration Act of 1990, (f) the Fair Housing Amendments Act of 1988, as amended (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (g) the Americans with Disabilities Act, as amended (42 U.S.C. §§ 12101-12213) which prohibits discrimination on the basis of disability; and (h) Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency.
  - b. All applicable state and federal statutes, regulations, executive orders and guidelines relating to environmental and historical preservation, including but not limited to the following: (a) the Coastal Wetlands Planning, Protection and Restoration Act of 1990, as amended (16 U.S.C. 3951 et seq.), Executive Order 11990 and 44 CFR Part 9; (b) the Clean Air Act of 1970, as amended (42 U.S.C. §7401) and the Clean Water Act of 1977, as amended (38 U.S.C. §§ 1251-1387) and Executive Order 11738; (c) floodplains management pursuant to EO 11988, as amended; (e) the Coastal Zone Management Act of 1972, as amended (P.L. 92-583, 16 U.S.C. §§1451 et seq.); (d) the National Environmental Policy Act, as amended (42 U.S.C. §4321); (e) the Safe Drinking Water Act of 1974, as

- amended (PL 93-523); (f) the Endangered Species Act of 1973, as amended (PL 93-205); and (g) the National Historic Preservation Act, as amended (PL 89-665, 16 U.S.C. §470 et seq.) and 36 CFR Part 800.
  - c. The Drug-Free Workplace Act of 1988, as amended (41 U.S.C. §701 et seq., 2 CFR 3001, 44 CFR Part 17).
  - d. Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104) and 2 CFR §175.
  - e. The requirements of 45 CFR Part 46 Protection of Human Subjects for purposes of research, and the requirements in DHS Directive 026-04.
  - f. The requirements of the Animal Welfare Act of 1966, as amended (7 U.S.C. §2131 et. seq.).
  - g. The Flood Disaster Protection Act of 1973 the National Flood Insurance Act of 1968, as amended (42 U.S.C. §4001 et seq.).
  - h. The USA Patriot Act of 2001, as amended (18 U.S.C. §§175-175c).
  - i. The Fly America Act of 1974, as amended (49 U.S.C. §40118) and the interpretive guidelines issued by the Comptroller General of the United States March 31, 1981, amendment to Comptroller General Decision B138942.
  - j. The False Claims Act (FCA) (31 U.S.C. § 3729).
  - k. Section 6 of the Hotel and Motel Safety Act of 1990 (15 U.S.C. §2225(a), ensuring that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention Control Act of 1974, 15 U.S.C. §2225.
5. The Sub-grantee must comply with any Federal requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
  6. The Sub-grantee must obtain FEMA and Department of Homeland Security (DHS) approval prior to using the FEMA or 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.
  7. The Sub-grantee must ensure that any project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
  8. If, during the past three years, the sub-grantee has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Sub-grantee must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the Department for forwarding to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the Sub-grantee, or the Sub-grantee settles a case or matter alleging such discrimination, Sub-grantees must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.
  9. If the Sub-grantee collects personally identifiable information (PII), the Sub-grantee must have a publically-available policy that describes what PII is collected, how the PII is used, whether the PII is shared with third parties, and how individuals may have their PII corrected as necessary.
  10. The Sub-grantee and any of its sub-recipients are required to be non-delinquent in repayment of any Federal debt.

**Washington State Military Department  
GENERAL TERMS AND CONDITIONS  
Mitigation Grants**

**A.1 DEFINITIONS**

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

- a. **"Department"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department.
- a. **"Sub-grantee"** means the government or other eligible legal entity to which a sub-grant is awarded and which is accountable to the Grantee for the use of the funds provided under this Grant Agreement, and includes all employees of the Sub-grantee and any sub-contractor retained by the Sub-grantee as permitted under the terms of this Grant Agreement. The term "Sub-grantee" and "Contractor" may be used interchangeably in this Agreement.
- b. **"Sub-grantee Agent"** means the official representative and alternate designated or appointed by the Sub-grantee in writing and authorized to make decisions on behalf of the Sub-grantee.
- c. **"Grantee"** means the government to which a grant is awarded and which is accountable for the use of the funds provided. The Grantee is an entire legal entity even if only a particular component of the entity is designated in the grant award document. For the purpose of this Grant Agreement, the state of Washington is the Grantee. The Grantee and the Department are one and the same.
- d. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, authorities, and policies.
- e. **"Project"** shall mean those activities as described in the FEMA approved project application 4056-20-R, which are incorporated in and made a part of this Agreement by reference, and as described in Attachments 4, 5 and 6.
- 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 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 or Office of Management and Budget (OMB) Circular A-133-Audits of States, Local Governments, and Non-Profit Organizations (amended June 27, 2003, effective for fiscal years ending after December 31, 2003, and further amended June 26, 2007), as applicable. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F/Circular No. A-133. As defined in 2 CFR Part 200/Circular A-133, the term "non-federal entity" means a State, local government, Indian tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.

Sub-grantees that qualify as subrecipients required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Sub-grantee has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F/Circular A-133, to

include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F/Circular A-133.

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

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

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

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

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

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

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

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

The Sub-grantee shall include the above audit requirements in any sub-contracts.

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

### **A.3 ADVANCE PAYMENTS PROHIBITED**

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



A.4 AMENDMENTS AND MODIFICATIONS

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

A.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.

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

A.6 APPLICATION REPRESENTATION-MISREPRESENTATION, INACCURACY AND BREACH

The Department relies upon the Sub-Grantee'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 Grant Agreement.

A.6 ASSURANCES

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

A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

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

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

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

A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

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

A.9 CONFLICT OF INTEREST

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

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

The Sub-grantee and all its contractors shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

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

A.11 DISCLOSURE

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

A.12 DISPUTES

Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution 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 Sub-Grantee 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 Sub-Grantee will pursue full payment of eligible insurance benefits for properties covered in a project under this Grant Agreement. The Sub-Grantee will repay any mitigation grant funds that are duplicated by other benefits, funds, or insurance proceeds.

A.14 HAZARDOUS SUBSTANCES

The Sub-Grantee shall inspect and investigate the proposed development/construction site for the presence of hazardous substances. The Sub-Grantee shall fully disclose to the Department the results of its inspection and investigation and all other knowledge the Sub-Grantee has as to the presence of any hazardous substances at the proposed development/construction project site. The Sub-Grantee 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 Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Grant Agreement.

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

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

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department,

and (2) the Sub-grantee, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Sub-grantee, or Sub-grantee's agents or employees.

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

A.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 Sub-grantee an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.18 NONASSIGNABILITY

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

A.19 NONDISCRIMINATION

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

A.20 NOTICES

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

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

The Sub-grantee represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the Sub-grantee's performance under this Grant Agreement. To the extent allowed by law, the Sub-grantee further agrees to indemnify and hold harmless the Department and its



employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Sub-grantee to so comply.

A.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 Grant Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the Sub-grantee. The Sub-grantee shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the Department and the state of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.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. Sub-Grantee 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. Sub-Grantee 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 Sub-Grantee 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 Sub-Grantee agrees to indemnify and hold harmless the Department for any damages related to the Sub-Grantee'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 Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Grant Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.26 PUBLICITY

The Sub-grantee agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Grant Agreement wherein the Department's name is mentioned or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Sub-grantee agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Sub-grantee may copyright original work it develops in the course

of or under this Grant Agreement; however, pursuant to 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Grant 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 Sub-grantee fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws and/or the provisions of the Grant Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Grant Agreement termination. Repayment by the Sub-grantee of funds under this recapture provision shall occur within 30 days of demand.

In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs thereof, including attorney fees.

**A.28 RECORDS**

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

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

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

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

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

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

**A.30 SEVERABILITY**

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

**A.31 SUB-CONTRACTING**

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

As required by Section 694 of the "Post-Katrina Emergency Management Reform Act" (P.L. 109-295), which amended section 307 of the Stafford Act, 42 U.S.C. 5150, contracts or agreements with private organizations, firms or individuals for debris clearance, distribution of supplies, reconstruction, and other major disaster assistance activities, shall be awarded to those organizations, firms and individuals residing or doing business primarily in the geographical area affected by the disaster, to the extent feasible and practicable. Such contracts or agreements with private organizations, firms, or individuals, not residing or doing business primarily in the geographical area affected by the declared disaster shall be justified in writing in the Sub-Grantee's contract file, with documentation provided to the Department. Contracts in place prior to a declaration should be transitioned to such local organizations, firms or individuals unless the head of the Sub-Grantee organization determines that it is not feasible or practicable. This determination must be documented in the Sub-Grantee's grant agreement file, with documentation provided to the Department. The transition requirement should not be construed to require an Sub-Grantee to breach an existing contract.

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

- 1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (All contracts more than the simplified acquisition threshold).
- 2) Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).
- 3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees).

- 4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair).
- 5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2,000 awarded by grantees and sub-grantees when required by Federal grant program legislation).
- 6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and sub-grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).
- 7) Notice of awarding agency requirements and regulations pertaining to reporting.
- 8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- 9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- 10) Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 11) Retention of all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.
- 12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (All contracts, sub-contracts, and sub-grants of amounts in excess of \$100,000).
- 13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

The Department reserves the right to review the Sub-Grantee procurement plans and documents, and require the Sub-Grantee to make changes to bring its plans and documents into compliance with the requirements of 44 CFR Part 13.36. The Sub-Grantee must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Sub-Grantee and Department to make a determination on eligibility of project costs.

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

#### A.32 SUB-GRANTEE NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The Sub-grantee, and/or employees or agents performing under this Grant Agreement are not employees or agents of the Department in any manner whatsoever. The Sub-grantee will not be presented as nor claim to be an officer or employee of the Department or of the State of Washington by reason of this Grant Agreement, nor will the Sub-grantee make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the

State of Washington by reason of this Grant Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

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

**A.33 TAXES, FEES AND LICENSES**

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

**A.34 TERMINATION FOR CONVENIENCE**

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

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

**A.35 TERMINATION OR SUSPENSION FOR CAUSE**

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

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

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



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

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

A.36 TERMINATION PROCEDURES

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

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

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

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

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Sub-grantee shall:

- a. Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Grant Agreement except as may be necessary for completion of such portion of the work under the Grant Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Sub-grantee under the orders and sub-contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;

- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Grant Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Grant Agreement which is in the possession of the Sub-grantee and in which the Department has or may acquire an interest.

A.37 TRAVEL AND SUBSISTENCE REIMBURSEMENT

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

A.38 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

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

A.39 VENUE

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

A.40 WAIVERS

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

**CERTIFICATION AND ASSURANCES****FEMA Form 20-16B: Assurances – Construction Programs**

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the nonfederal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without prior permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply, as applicable, with the Intergovernmental Personnel Act of 1970 (42 USC Sections 4701 et seq.) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
9. Will comply, as applicable, with the Lead-Based Paint Poisoning Prevention Act (42 USC chapter 63), as amended.
10. Will comply, as applicable, with all state and federal statutes, regulations and executive orders relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC Section 2000d) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 USC Sections 1681 et seq.), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973 (PL 93-112), as amended (29 USC Section 794), which prohibits discrimination on the basis of disabilities; (d) the

Age Discrimination Act of 1975, as amended (42 USC Sections 6101 et seq.), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 42 USC Section 290-dd-2, as amended, relating to confidentiality of substance abuse patient records; (h) the Fair Housing Act (42 USC Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, as applicable, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646), as amended, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply, as applicable, with the provisions of the Hatch Act (5 USC Sections 1501 et seq.), as amended, which limit the political activities of certain employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with labor and wage provisions related to certain federally assisted contracts (e.g., the wage rate requirements in the Davis-Bacon Act, 40 USC Sections 3141 et seq., as amended, the Copeland Anti-Kickback provisions in 40 USC Section 3145 and 18 USC Section 874, as amended, and the Contract Work Hours and Safety Standards in 40 USC Sections 3701 et seq.).
14. Will comply, as applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234), as amended.
15. Will comply, as applicable, with environmental standards which may be prescribed pursuant to the following: (a) protection and enhancement of environmental quality pursuant to the National Environmental Policy Act of 1969 (PL 91-190), as amended, and Executive Order (EO) 11514, as amended; (b) administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to federal contracts, grants, or loans pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990, as amended; (d) floodplains management pursuant to EO 11988, as amended; (e) the Coastal Zone Management Act of 1972 (PL 92-583), 16 USC Section 1451 et seq.; (f) Air Quality and Emission Limitations pursuant to 42 USC Section 7401 et seq.; (g) the Safe Drinking Water Act of 1974 (PL 93-523), as amended; and (h) the Endangered Species Act of 1973 (PL 93-205), as amended.
16. Will comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (PL 90-542), 16 USC Section 1271 et seq., as amended.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966 (PL 89-665), as amended, 16 USC Section 470, as amended, EO 11593 (protection and enhancement of the cultural environment), and the Archaeological and Historic Preservation Act, 16 USC Section 469 et seq., as amended.
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, the Single Audit Act Amendments of 1996, and applicable OMB Circulars.
19. Will comply with all applicable requirements of all other federal laws, Executive Orders, regulations, Circulars, and policies governing or applicable to this program.
20. Will comply, as applicable, with the Federal Fair Labor Standards Act, 29 USC Section 201 et seq.

21. Will obtain approval, if required, by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; will construct the project, or cause it to be constructed, to final completion in accordance with the approved plans and specifications; will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout; and will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.
22. Will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.
23. Will require the facility to be designed to comply with the "American Standard Specification for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117.- 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance obligates the applicant, or in the case of any transfer of such property, the transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Nonprofit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

**Authorized Signature** \_\_\_\_\_

**Authorized Applicant Agent: Robert E. Andrew, Mayor**

**Date:** \_\_\_\_\_

**Alternate Authorized Signature** \_\_\_\_\_

**Authorized Alternate Applicant Agent: David Glasson, City Administrator**

**Date:** \_\_\_\_\_



**STATEMENT OF WORK AND/OR DESCRIPTION OF PROJECT**

Sub-Grantee: City of Long Beach  
 PROJECT TITLE: City of Long Beach Tsunami Safe Haven Berm – Phase 1

Phase 1 of the City of Long Beach Tsunami Safe Haven project provides funds to the sub-recipient for pre-construction work to prepare for tsunami evacuation berm construction within the City of Long Beach, WA. Phase 1 includes site investigation and acquisition, wetland delineation and permitting activities, civil engineering, geotechnical investigation, architectural and engineering (30% design), and geotechnical engineering work to determine the feasibility of a Phase 2 construction project. Once Phase 1 is complete, Phase 2 will construct a vertical-evacuation, hardened-earth berm centrally located in Long Beach and adjacent to an elementary school to provide an artificial "high ground" area for over 600 children, their teachers and caregivers, residents, and visitors to shelter against tsunami inundation. A specific and more detailed scope of work is found in the FEMA approved Project Application 4056-20-R, which is incorporated herein by reference.

**The City of Long Beach 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 4, comply with the Project Development Schedule-Attachment 5, and comply with the Project Budget-Attachment 6.
2. Submit quarterly reports that cover the previous three months no later than the 15<sup>th</sup> 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 Sub-Grantee 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 6. 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 Sub-Grantee if the Sub-Grantee 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 Sub-Grantee 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 Grant Agreement.
- c. Ensure that all completed work is in compliance with applicable state and local buildings codes and flood damage prevention legislation.
- d. Monitor site work during ground-disturbing activities for evidence of potential archaeological resources that are uncovered. Sub-Grantee 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 Sub-Grantee 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 Sub-Grantee 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.
- e. 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.
- f. Conduct work during the non-flood season as determined by the local floodplain administrator. However, should construction be required during the flood season, as determined by the local floodplain administrator, all construction equipment shall be staged in an area not susceptible to flood events or be readily transportable out of the floodplain to minimize flood damage.
- g. Dispose of all debris at an approved and permitted location. No debris shall be temporarily staged or disposed of in a floodplain and/or a wetland.
- h. Confirm with the State Department of Ecology whether this project will require a consistency determination under the Coastal Zone Management Act. If required, the Sub-Grantee shall obtain and comply with all requirements of the determination prior to starting the project.
- i. 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.

- j. Resubmit the project to the Department and FEMA prior to implementation if any in-water work will occur or if any work will occur below the ordinary high water mark of any water resource in the area, so further coordination/consultation can take place with the National Marine Fisheries Service (NMFS) to determine whether appropriate measures have been taken to ensure the project is in compliance with the Endangered Species Act.
- k. Resubmit the project to the Department and FEMA for re-evaluation for compliance with national environmental policies if the "Project Limits" (including clearing, excavation, temporary staging, construction, and access areas) extend into: 1) an area not previously identified for environmental and historic preservation review, or 2) previously undisturbed ground. Additionally, all work on the project in these areas must stop until this re-evaluation is completed.
- l. National Historic Preservation Act Section 106 requirement: All proposed repair and construction activities on buildings listed in or eligible for the National Register of Historic Places (historic properties) should be done in-kind to match existing materials and form. In-kind means that the result of the proposed activities will match all physical and visual aspects of existing historic materials, including form, color and workmanship. In-kind mortar also will match the strength and joint tooling of existing historic mortar.
- m. Subrecipient must comply with all Federal, State and Local laws. Failure to obtain all appropriate Federal, State, and Local environmental permits and clearances may jeopardize Federal funding. Any change to the approved Scope of Work will require re-evaluation for compliance with the National Environmental Policy Act (NEPA) and other laws and Executive Orders.
- n. Cost overruns in excess of the approval budget are fully the responsibility of the Sub-Grantee, including those costs resulting from a change in the Scope of Work. The project must remain cost effective (i.e., Benefit Cost Ratio of 1.0 or greater) in the event of cost overrun.

For Hazard Mitigation Grant Program (HMGP) only: A request for additional funds to cover a cost overrun may be granted by the Department and FEMA only if funds are available within the HMGP ceiling for this disaster, FEMA-DR-4056-WA. A request for additional funds must be fully documented and justified.

## 7. SPECIAL FLOOD HAZARD AREA REQUIREMENTS

Pursuant to the Flood Disaster Protection Act of 1973, those structures that remain in the Special Flood Hazard Area (SFHA) after the implementation of the mitigation project, flood insurance must be maintained for the life of the structure. The SFHA is defined as the land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year.

The following National Flood Insurance Program Eligibility Requirements contained in the 2013 Hazard Mitigation Assistance Unified Guidance apply to any project involving the alteration of existing structures, to include Mitigation Reconstruction projects that are sited within an SFHA.

- a. When the project is implemented, all structures that will not be demolished or relocated out of the SFHA must be covered by a National Flood Insurance Program (NFIP) flood insurance policy to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.
- b. The Sub-Grantee (or property owner) must legally record with the county or appropriate jurisdiction's land records agency a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a

legal description of the property, and the following notice of flood insurance requirements as identified on page 44 of the 2013 Hazard Mitigation Assistance Unified Guidance:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. § 5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR § 60.3 and City/County Ordinance."

- c. Copies of the recorded notices for each property will be provided to the Department at project closeout.

#### 8. PROVISIONS APPLYING ONLY TO ACQUISITION OF PROPERTIES FOR OPEN SPACE

- a. The Sub-Grantee must ensure that prospective participants are informed in writing that property owner participation in this acquisition program is voluntary and that the Sub-Grantee will not use its eminent domain authority to acquire the property for the project purposes should negotiations fail.

Copies of the Statement of Voluntary Participation / Notice of Voluntary Interest signed by each participating property owner will be provided to the Department by project close-out.

- b. The Sub-Grantee agrees that land acquired for open space purposes under this grant will be restricted in perpetuity to open space uses and will be unavailable for the construction of flood damage reduction levees, transportation facilities, and other incompatible purposes.

- c. The Sub-Grantee agrees to prepare, execute and record Deed Restrictions for each affected property utilizing the current Model Deed Restriction provided on the FEMA website or available from the Department.

Copies of the recorded deed and attached deed restrictions for each property will be provided to the Department by project close-out.

- d. The Sub-Grantee accepts all of the requirements of the deed restriction governing the use of the land.

- e. The Sub-Grantee ensures that, prior to acquisition of the property, in consultation with the U.S. Army Corps of Engineers, it has addressed and considered the potential future use of these lands for the construction of flood damage reduction levees, has rejected consideration of such measures in the future in the project area, and instead has chosen to proceed with acquisition of permanent open space.

Documentation of this consultation and the Sub-Grantee's consideration of this issue will be provided to the Department by project close-out.

- f. The Sub-Grantee must, prior to acquisition of the property, consult with the Washington State Department of Transportation to ensure that no future planned improvements or enhancements are under consideration that will affect the proposed project area.

Documentation of this consultation will be provided to the Department by project close-out.

- g. The Sub-Grantee will remove existing buildings from acquired properties within 90 days of settlement. The Sub-Grantee will provide confirmation to the Department as to the date of demolition of each structure included in the project in its quarterly reports, as well as confirmation that the property has been returned to "natural" or park/open space condition.

The Sub-Grantee will provide digital latitude and longitude coordinates and digital photographs of each property site after project implementation to the Department by project close-out.

- h. The Sub-Grantee agrees to complete FEMA Form AW-501, NFIP Repetitive Loss Update Worksheet for each property identified on FEMA's Repetitive Loss list to document completion of mitigation on the property. The form is available on FEMA's Web site or available from the Department.

The Sub-Grantee will provide a copy of the completed form to the Department by project close-out.

- i. The Sub-Grantee agrees to comply with the requirements of 44 CFR § 80.19 Land Use and Oversight, which are incorporated into these conditions by reference. These requirements include, but are not limited to, the following (which are described further in the 2013 Hazard Mitigation Assistance Unified Guidance and the Addendum to the 2013 Hazard Mitigation Assistance Unified Guidance which are incorporated herein by reference):
  - 1. Restriction on future disaster assistance for damages to the property.
  - 2. Lists of allowable open space uses as well as uses generally not allowed on acquired open space land.
  - 3. Provision for salvage of pre-existing structures and paved areas.
  - 4. Requirements pertaining to future transfer of property interest.
  - 5. Requirement for Sub-Grantee monitoring and inspection of the acquired property at least every 3 years. The Sub-Grantee will provide the Department with a report on the result of the inspection within 90 days of the inspection.
  - 6. Provisions for enforcement of violation of open space requirements.

**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. Reimburse the City of Long Beach 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 6. The Department will return invoices to the Sub-Grantee if the Sub-Grantee 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 the City of Long Beach to schedule any sub-recipient monitoring, site visits or final inspections by Department staff.



**PROJECT DEVELOPMENT SCHEDULE**

Sub-Grantee: City of Long Beach  
 PROJECT TITLE: City of Long Beach Tsunami Safe Haven Berm – Phase 1

<b><i>DESCRIPTION OF ACTIVITY/TASK</i></b>	<b><i>SCHEDULED COMPLETION DATE</i></b>
Public Participation	Ongoing – March 5, 2017
Site Acquisition (see Task 3)	6 months required – Jan 31, 2016
Site Investigation (See Task 4)	8 months required – Mar 31, 2016
Permitting (See Tasks 2 & 4)	8 months required – Mar 31, 2016*
Engineering & Design (30% - See Task 5)	8 months required – Mar 31, 2016
Total Time Required to Complete Phase 1 of This Project: <u>  8  </u> months*	
Quarterly Reports Due on Project Progress, Final Project Report and all documentation, site visits and inspections.	October 15, 2015; January 15, 2016; April 15, 2016

\* This schedule of this Phase 1 project is subject to the availability of regulatory permitting staff and the ability of regulatory agencies to process required permits in this timeframe. The City of Long Beach may require additional time to complete annotated tasks and will coordinate with WA EMD to assess the schedule on a quarterly basis to determine if a formal request for time extension needs to be submitted to FEMA.

**PROJECT BUDGET**

Sub-Grantee: City of Long Beach  
 PROJECT TITLE: City of Long Beach Tsunami Safe Haven Berm – Phase 1

<b><i>APPROVED BUDGET CATEGORY</i></b>	<b><i>ESTIMATED COST</i></b>
Task 1: Pre-Award costs	Task 1 Total = \$ 3,500
- Wetland delineation	- \$2,380
- Miscellaneous	- \$1,120
Task 2: Administrative and Legal	Task 2 Total = \$20,500
- Project Management	- \$20,000
- Coastal consistency self-certification	- \$ 500
Task 3: Land, Structures, ROW, Appraisals	Task 3 Total = \$11,000
- Appraisals	- \$ 3,000
- Site Survey	- \$ 8,000
Task 4: Other Architectural and Engineering	Task 4 Total = \$178,000
- Cultural Assessment	- \$ 20,000
- Preliminary Engineering / Geotechnical Investigation	-
a. Civil Engineering – Preliminary Site Layout & Structural Plans	- \$15,000
b. Geotechnical Investigation	-
- Subsurface Explorations	- \$70,000
- Liquefaction Laboratory Testing	- \$15,000
- Hydraulic Analysis/Modeling	- \$35,000
- Wetland Mitigation plan	- \$10,000
- SEPA	- \$ 3,000
- JARPAWetland permitting	- \$10,000
Task 5: Architecture and Engineering	Task 5 Total = \$236, 500
- 30% design	a. \$25,000
a. Civil, site, and Structural plans	-
b. Geotechnical Engineering	b. \$45,000
- Liquefaction Analysis	- \$25,000
- Geotechnical summary Report for Liquefaction & Hydraulic Analysis	-
- Geotechnical Engineering for Reinforcement & Armoring System	- \$10,000
- Final design and specifications	-
a. Final Geotechnical plans & specifications	- \$40,000
b. Final Civil, Site, Structural plans & specifications	- \$30,000
c. Assemble Full Bid Set, QA/QC Review, Submit for Regulatory Review	- \$25,000
- Agency review response	- \$10,000
- NPDES for construction	- \$ 1,500
- Construction Estimate & Plan	- \$10,000
- Advertise, Bidding and Award	- \$15,000
<b>TOTAL</b>	
<b>\$449,500</b>	

**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 Sub-Grantee 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 Hazard Mitigation Grant Program (HMGP) 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. Project must remain cost effective (i.e., Benefit Cost Ratio of 1.0 or greater) in the event of cost overrun.

For Hazard Mitigation Grant Program only: A request for additional funds to cover a cost overrun may be granted by the Department and FEMA only if funds are available within the HMGP ceiling for this disaster, FEMA-DR-4056-WA. A request for additional funds must be fully documented and justified.

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

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

**ADDITIONAL PROVISIONS**

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

about awardees including financial account information for payment purposes and a link to D&B for maintaining current DUNS information, [www.sam.gov](http://www.sam.gov). WMD requires SAM registration and annual renewal by your organization to minimize unnecessary data entry and re-entry required by both WMD and your organization. It will also reduce the potential of inconsistent or inaccurate data entry.

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



## WORKSHEET

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

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\* Total compensation refers to:

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

Additional Resources:

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

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

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

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



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

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

### Contact Information

Subrecipient (Sub-Grantee) Name (Agency, Local Government, or Organization):	
Authorized Chief Financial Officer (Central Accounting Office):	
Address:	
Email:	Phone #:

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

**Directions:** As required by 2 CFR Part 200 Subpart F/OMB Circular A-133, non-federal entities that expend \$750,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity is not subject to these requirements, you must complete Section A of this Form. If your entity is subject to these requirements, you must complete Section B of this form. When completed, you must sign, date, and return this form with your grant agreement contract and every fiscal year thereafter until the grant agreement contract is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

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

Our entity is not subject to the requirements of 2 CFR Part 200 Subpart F/OMB Circular A-133 because (check all that apply):

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

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

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

(Complete the information below and check the appropriate box)

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

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

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

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

- ☐ Our completed 2 CFR Part 200 Subpart F/A-133 Audit will be available on [enter date]\_\_\_\_\_ for Fiscal Year ending [enter date]\_\_\_\_\_. We will forward a copy of the audit report to you at that time unless it will be available online at: <http://www.>\_\_\_\_\_.

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

Signature of Authorized Chief Financial Officer: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

WMD Form 1009-13, 8/19/2013, Updated 1/28/2015



# 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.

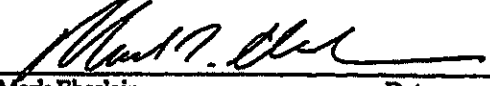
**Conditions:** The actions qualifying for this PCE must meet the following conditions:

- 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 #4056-20-R Applicant City of Long Beach

Project Title: Long Beach Safe Haven Tsunami Project - Phase 1, Design and Engineering

Above Project Qualifies for Programmatic Categorical Exclusion

fred.kunchick@fema.gov 3/25/2015

Program Specialist Date

15:44

## HAZARD MITIGATION GRANTS PROGRAM

## Obligation Report w/ Signatures

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Grantee
4056	20-R	1	21	1	17	WA	Statewide

Subgrantee: Long Beach  
Subgrantee FIPS Code: 049-40070

Project Title : Amend #1: Long Beach Safe Haven Program: Berm

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$247,125	\$247,125	\$0	\$0

Project Amount	Grantee Admin Est	Subgrantee Admin Est	Total Obligation	IFMIS Date	IFMIS Status	FY
\$247,125	\$0	\$0	\$247,125	04/25/2015	Accept	2015

Comments

Date: 04/24/2015 User Id: FKUNCHI1

Comment: Obligation for Phase 1 for this Long Beach Tsunami Evacuation Berm project is for the Design and Engineering elements of the ove project. Federal share obligation of \$247,125.00.

Date: 04/24/2015 User Id: SRANDOL1

Comment: Approved per authorization of Science Kilner, Acting HMA Branch Chief. RX will process a Large Project Notification when Phase 2 ready to award. Phase 1 is for 30% Design work, and also includes geotech and environmental research, testing, and documentatic necessary for EHP review. Phase 2 will include Final Design/Engineering, the Contract/Bid process, and construction.

Authorization

Preparer Name: FRED KUNCHICK

Preparation Date: 04/24/2015

HMO Authorization Name: STEVEN RANDOLPH

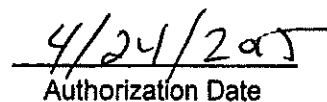
HMO Authorization Date: 04/24/2015



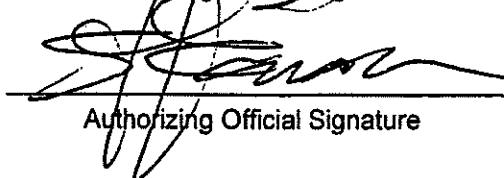
Authorizing Official Signature



Authorizing Official Title



Authorization Date



Authorizing Official Signature



Authorizing Official Title



Authorization Date

# SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT  
Camp Murray, Washington 98430-5122

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

NAME OF ORGANIZATION	DATE SUBMITTED
PROJECT DESCRIPTION	CONTRACT NUMBER

## 1. AUTHORIZING AUTHORITY

SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE

## 2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS

SIGNATURE	PRINT OR TYPE NAME	TITLE

## 3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT

SIGNATURE	PRINT OR TYPE NAME	TITLE

## 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.



## WORKSHEET

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

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\* Total compensation refers to:

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

Additional Resources:

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

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

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

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

**Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form**

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

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

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

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

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

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

Bidder or Contractor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

## **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.

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
				-				
Employer identification number								
				-				

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

#### Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

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

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.



**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>3</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(B))	The grantor <sup>3</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# OMB Circular A-133 Audit Certification Form

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

### Contact Information

Subrecipient (Sub-Grantee) Name (Agency, Local Government, or Organization):

Authorized Chief Financial Officer (Central Accounting Office):

Address:

Email:

Phone #:

**Purpose:** As a pass-through agency of federal grant funds, the Washington Military Department/Emergency Management Division (WMD/EMD) is required by Office of Management and Budget (OMB) Circular A-133 to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and ensure that subrecipients expending \$500,000 or more in federal awards during their fiscal year have met the OMB Circular A-133 Audit Requirements. Your entity is a subrecipient subject to such monitoring by MIL/EMD because it is a non-federal entity that expends federal grant funds received from MIL/EMD as a pass-through entity to carry out a federal program. OMB Circular A-133 can be found at [http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133\\_revised\\_2007.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf), and it should be consulted when completing this form.

**Directions:** As required by OMB Circular A-133, non-federal entities that expend \$500,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity is not subject to A-133 requirements, you must complete Section A of this Form. If your entity is required to complete an A-133 Audit, you must complete Section B of this form. When completed, you must sign, date, and return this form with your grant agreement contract and every fiscal year thereafter until the grant agreement contract is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

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

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

- ☐ We did not expend \$500,000 or more of *total* federal awards during the fiscal year.
- ☐ We are a for-profit agency.
- ☐ We are exempt for other reasons (describe):

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

### **SECTION B: Entities that ARE subject to the requirements of OMB Circular A-133**

(Complete the information below and check the appropriate box)

- ☐ We completed our last A-133 Audit on [enter date]\_\_\_\_\_ for Fiscal Year ending [enter date]\_\_\_\_\_. There were no findings related to federal awards from WMD/EMD. No follow-up action is required by WMD/EMD as the pass-through entity.  
**A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to [contracts.office@mil.wa.gov](mailto:contracts.office@mil.wa.gov) or provide the state auditor report number:\_\_\_\_\_.**
- ☐ We completed our last A-133 Audit on [enter date]\_\_\_\_\_ for Fiscal Year ending [enter date]\_\_\_\_\_. There were findings related to federal awards.  
**A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to [contracts.office@mil.wa.gov](mailto:contracts.office@mil.wa.gov) or provide the state auditor report number:\_\_\_\_\_.**
- ☐ Our completed A-133 Audit will be available on [enter date]\_\_\_\_\_ for Fiscal Year ending [enter date]\_\_\_\_\_. We will forward a copy of the audit report to you at that time unless it will be available online at: <http://www.>\_\_\_\_\_.

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

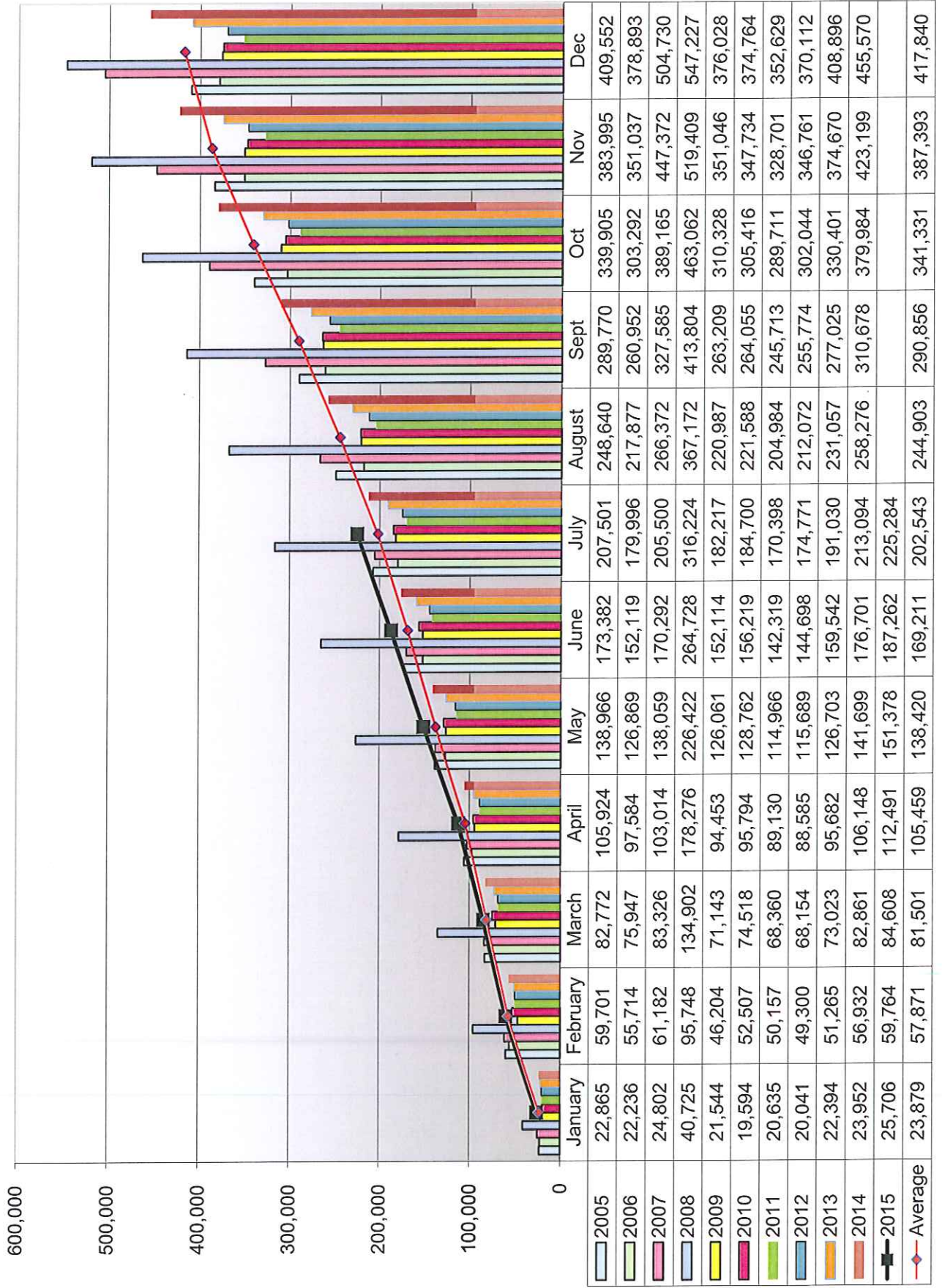
Signature of Authorized Chief Financial Officer: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

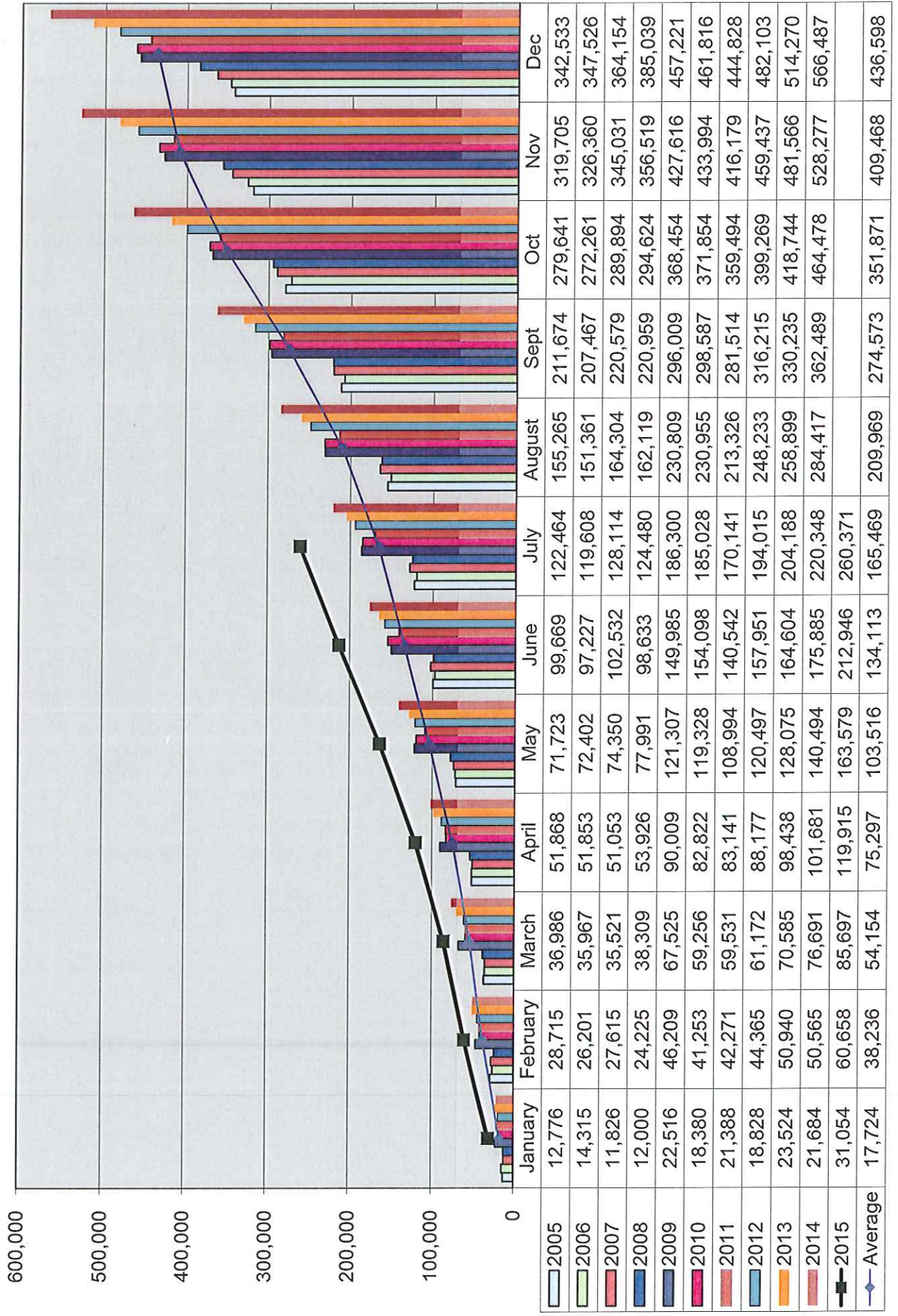
**TAB – H**



## Sales Tax Collections



## Lodging Tax Collections





# **NOT A BAN – A BETTER PLAN**

July 14, 2015  
Ocean Park Fire Hall

Our moderator for the evening, Bonnie Cozby, started the meeting at 6:00pm. There were approximately 90 people in attendance.

Bonnie thanked everyone for coming, including her “helpers” and our community elected officials and leaders.

She began the meeting with saying that she has lived in our community for 21 years and felt that maybe this was a good time to talk about the July 4<sup>th</sup> fireworks. The community would like to have a better understanding of the regulations and how they are enforced by all the different levels of government, agencies, etc. as well as any specific challenges these folks face trying to regulate fireworks and other 4<sup>th</sup> of July holiday issues. Some of the questions will regard the times that fireworks are allowed and what types are allowed, bon fires and camping on the beach, sanitary issues on the beach, and what message are we sending as far as the tourists that visit for the holiday.

Agency speakers were allowed 5-10 minutes of time with a question period following. Anyone who signed-in to speak from the audience was allowed approximately 2 minutes.

Bonnie would like to form a steering committee, appoint an official coordinator and set a time and date for the next meeting.

**PACIFIC COUNTY SHERIFF SCOTT JOHNSON:** Sheriff Johnson stated that the Pacific County Sheriffs Department is responsible for “keeping the peace”. Policing fireworks is not a high priority for them. Our beach is actually in the Seashore Conservation Area which is the responsibility of WA State Parks. Their department was overwhelmed during the 4<sup>th</sup> in spite of all available staff working overtime. They are assisted by the Department of Fish and Wildlife, Washington State Patrol, Long Beach Police Department and any other available help. During certain situations, such as the incident involving a death, it requires several officers just to cover that scene. He stated he had never seen as many call requests as over the holiday weekend. There was no “special” patrol for the holiday when he was elected. Now the department receives funds (\$25,000) from Lodging Tax to help with July 4<sup>th</sup> and Rod Run (some of Rod Run money has been diverted to July 4<sup>th</sup>). And he is always looking for more funding through grants. Marilyn Sheldon asked ...”how are you able to find officers from other areas to help? It is the 4<sup>th</sup> of July no matter where you are.” Sheriff stated that he is just “lucky” to find help.

**FIRE CHIEF JACOB BRUNDAGE:** Fire District 1 is responsible for the unincorporated areas of the peninsula. Emergency response is their priority. They have no legal authority to police fires on the beach. He pulls all of his personnel off the beach at



dark so they are readily available for any calls in town. He feels they were a little less busy than last year, but did respond to several serious injuries. People were alerted before the 4<sup>th</sup> that no fires were allowed on the beach. These alerts were posted on social media and any other possible means of communication but that it was important all involved have the same message. Capt. Phil Martin stated that better information should be in the local newspaper. Phyllis Knight asked why illegal fireworks are allowed to be sold in local stands. The Chief stated that fireworks stands are regulated by the Department of Community Development.

**CAPT. DAN CHADWICK:** Dan has been with Fish and Wildlife for 15 years and feels that this recent 4<sup>th</sup> of July was an example of a “perfect storm” situation. Hot, dry weather and the actual holiday falling on a Saturday generated a huge crowd of tourists. WDFW has three field officers in our area. They do provide back up to the Sheriffs Dept., WSP, and Long Beach Police when needed. They have the ability to perform the same tasks as any police officer. Usually during the 4<sup>th</sup> of July holiday they are also monitoring the salmon fishing activities. Dan stated that in years past, they were responsible for issuing many tickets for “Minor in Possession” violations and it seemed to slow these violations down considerably. Dan was asked what is the main role of the WA State Patrol? He stated their focus is traffic control.

No one was present from **WA State Parks Dept.** However, Bonnie did read a letter she had received from Ryan Layton, SW Region Manager. He oversees the Seashore Conservation Area. He said that he was aware that the holiday activities have grown to be “unmanageable”, but like many other agencies, they do not have enough staff to monitor the beach. They have to make sure the parks themselves are staffed. He said he would try to attend future meetings and would continue communication with the group.

**WA COASTSAVERS:** John Schmidt is a coordinator with WA CoastSavers and lives in Sequim. He was very encouraged by the attendance at the meeting. He lived on the peninsula for 11 years and worked at the Lewis & Clark Interpretive Center. WA CoastSavers is an alliance of many volunteers and partners. They not only coordinate beach clean ups, but they educate and encourage prevention of debris on the beaches. It was Ocean Shore’s first year in the clean-up program. WA CoastSavers received funding from the Japanese government. 120 tons of debris (not ALL fireworks related) was collected on July 5 between Ocean Shores and Long Beach. 37 tons were just from the peninsula. Ocean Shores has also expressed concerned with the situation. The cost to clean just the Seashore Conservation Area was approximately \$59,000.00 (a compilation of disposal fees and estimate of cost volunteer hours would create if paid). The CoastSavers also gave \$1,000.00 to The Grassroots Garbage Gang.

**GRASSROOTS GARBAGE GANG:** Ellen Anderson spoke about her groups efforts to keep the beach on the Long Beach Peninsula clean and safe. They are an all volunteer group. They are a “community” group not just a “core” group of workers. Her main concern is ENFORCEMENT. We must stop camping on the beach! The tent “cities” leave behind unsafe, hazardous products. Human excrement, clothes, toys food wrappers and even nails have been left behind in the remains of their bon fires. They are no longer

cleaning up areas that they feel are unsafe. She advocates for the use of environmentally fireworks. The spent plastics from most aerial fireworks (in the tens of thousands) could never be completely cleaned up.

**PACIFIC COUNTY COMMISSIONER FRANK WOLFE:** Commissioner Wolfe touched on several issues. Pacific County does have an ordinance regarding fireworks which is patterned after the state ordinance. It has been the same since 1995. In order for an ordinance to be enforced it has to be “reasonable”. Every county beach approach has NO fires and NO camping signage. Anyone with ideas or suggestions is welcome to email him. He was concerned to find some large mortar fireworks on the beach. He also mentioned the plastics that are left behind and their impact on birds and other wildlife. Frank mentioned that Cannon Beach, OR had banned fireworks completely, but it took several years to fully enforce the ban. Currently the county has approximately 170 employees, Frank asked for the temporary summer cleanup crews to help. Tom Downer asked Frank how much “litter” tax funding does Pacific County receive. Frank said it all goes to the cleanup crew. Bob Brake asked if the county could reduce the number of fireworks stands by issuing less permits. Frank reminded him that the county government has no control over the incorporated cities or the Native American fireworks stands. Later in the meeting, Concern that the beach cleaning effort may be enabling the tourists was discussed.

**ANDI DAY – LONG BEACH PENINSULA VISITORS BUREAU:** Andi stressed that we need a “comprehensive” set of rules: easy to understand, easy to follow and easy to enforce. Curt Stephens agreed and said it was a “travesty” to spend lodging tax funds for police enforcement in a tourist area. Andi emphasized the importance of our “branding” and the “message” we project to our tourists. We want positive and sustainable tourism. Is camping on the beach sending a negative message? What would be the impact if there was a “shift” in the way we market our 4<sup>th</sup> of July festivities? Our tourist base is growing year-round. Phyllis Knight asked Andi if there had been any calls at the Visitor Bureau from potential tourists who said they would NOT visit if fireworks are allowed. Andi confirmed that there had been a few of those calls as well as several e-mails from folks saying they would never come back because of the abundance of fireworks.

**FAITH TAYLOR-ELDRED – PACIFIC COUNTY DCD:** Ordinance #142 governs the sale of fireworks sold in stands in the unincorporated areas (the ordinance was checked and it does refer to discharge of fireworks as well). The DCD inspected approximately 5 stands this year. If we wanted to shorten the length of time allowed for fireworks it would be necessary to contact our representatives immediately to effect a change in the ordinance. What is deemed legal or illegal is not up to Pacific County, it is regulated by the State. Sven Wier asked if fireworks stands really generate much in the way of money for their respective “charities”, etc. and how much of an effect would it make on tourism if they were banned?

A member of the audience asked if it made sense to impose an extra tax on fireworks to be used for clean up. Commissioner Lisa Ayers said you can’t impose a tax without

legislature. The beach is State Parks property and Pacific County intends to ask the State to take care of their responsibility.

**DIANE CARTER – PENINSULA SANITATION:** Diane stated that Peninsula Sanitation would like to be active in coming up with a solution to the problem. 37 tons of debris from the beach was disposed of at a cost of \$5,700.00. The city of Long Beach disposed of 12 additional tons. Total debris from the holiday collected 49 tons.

**BOB DUKE-RESIDENT:** Agrees that we are “enabling” the behavior. More effort needs to focus on CONTROL.

**CAPT. PHIL MARTIN-RESIDENT:** We need more voices than just this group. Write your congress and legislators. Be pro-active with informing our tourists.

**MAGEN MICHAUD – RESIDENT:** Magen lives in Long Beach. She is retired, but her background is in environmental regulations. She stated that we need to coordinate with ALL of our jurisdictions, not just the unincorporated county. Try to get information out early. Use social media. Strive to be ambassadors with a consistent message.

Moving forward – those indicating an interest in participating on a steering committee will be contacted for a meeting date with the goal of making a plan of action to be announced and discussed at future town meetings. The Facebook page, [www.facebook.com/betterplanfireworks](http://www.facebook.com/betterplanfireworks) will continue as an announcement point and a dedicated email address [betterplanfireworks@gmail.com](mailto:betterplanfireworks@gmail.com) has been created.

Finally, Bob Brake commented on the negative reaction that pets have to the fireworks. That is another important issue that had not yet been discussed.

The meeting adjourned at 7:45PM.

Other County, State and local officials/media attending the meeting –  
Connie Biggs Fire District #1  
John Adams Ocean Park Area chamber of Commerce  
Jackie Ferrier Willapa National Refuge  
Pacific County Commissioner District #1 Steve Rogers  
Pacific County Commissioner District #3 Lisa Ayers  
Katie Wilson Chinook Observer  
Dave Glasson Long Beach City Administrator