



**Federal General Grant with**

**Pacific County Emergency Management Agency**

**through**

Washington State Department of Natural Resources, Wildland Fire Division

**Grant Number:**

**23-DG-11062752-163**

**For**

**Pacific County Emergency Management Agency CWDG 2023**

**Dated:** Friday, November 3, 2023



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## Face Sheet

Grant Number: 23-DG-11062752-163

Pacific County Emergency Management Agency  
CWDG Planning

☒ Subrecipient  
☐ Contractor

<b>1. Grantee</b> Pacific County Emergency Management Agency PO Box 27 Southbend, WA 98586 300 Memorial Dr, South Bend, WA 98586 Pacific County		<b>2. Grantee Doing Business As (as applicable)</b> N/A N/A N/A N/A	
<b>3. Grantee Representative</b> Scott McDougall Director 360-875-9338 360-875-9342 smcdougall@co.pacific.wa.us		<b>4. WA DNR Representative</b> Guy Gifford 225 S. Silke Road Colville, Assistant Division Manager WA 99114 509-990-6218 225 S. Silke Road Colville, N/A WA 99114 Guy.Gifford@dnr.wa.gov Colville, WA	
<b>5. Grant Amount</b> \$115,000.00	<b>6. Funding Source</b> Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input checked="" type="checkbox"/> N/A: <input type="checkbox"/>		<b>7. Start Date</b> 11/08/2023
<b>8. End Date</b> 11/08/2028			
<b>9. Federal Funds (as applicable)</b> \$103,000.00	<b>Federal Agency:</b> USDA Forest Service	<b>ALN</b> 10.720	<b>Indirect Rate</b> \$0.00
<b>10. Tax ID #</b> 91-6001356	<b>11. SWV #</b> SWV0007195	<b>12. UBI #</b> 254000662	<b>13. UEI #</b> FXFDSL6CYKC6
<b>14. Grant Purpose</b> This plan will focus on reducing wildfire risks in the landscape of the specific urban interface areas. We will incorporate the Firewise USA program and implement large scale fire fuel reduction efforts.  WA DNR, defined as the Department of Natural resources, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee Terms and Conditions including Attachment "A- Scope of Work, Attachment "B" – Budget.			
<b>FOR GRANTEE</b>  _____ Scott McDougall, Director  _____ Signature  _____ Date		<b>FOR WA DNR</b>  _____ George Gessler, State Forester  _____ Date	



## **Special Terms and Conditions**

### **1. ACKNOWLEDGEMENT OF FEDERAL FUNDING**

Federal Award Date: 9/21/2023

Federal Award Identification Number (FAIN): 23-DG-11062752-163

Total amount of the federal award: \$115,000.00

Awarding official: Kristen Bowles 541-383-5543

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Grant, shall contain the following statements:

"This project was supported by Grant No. 23-DG-11062752-163 awarded by USDA Forest Service. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the USDA Forest Service. Grant funds are administered by the Wildland Fire Management Division, Washington State Department of WA DNR."

### **2. GRANT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for WA DNR and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

### **3. COMPENSATION**

WA DNR shall pay an amount not to exceed \$103,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

### **4. BILLING PROCEDURES AND PAYMENT**

WA DNR will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for WA DNR not more often than monthly nor less than quarterly.

The invoices shall describe and document, to WA DNR's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number 23-DG-11062752-163. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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

WA DNR may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by WA DNR.

#### **Invoices and End of Fiscal Year**

Invoices are due on the 20th of the month following the provision of services.



Final invoices for a state fiscal year may be due sooner than the 20th and WA DNR will provide notification of the end of fiscal year due date.

The Grantee must invoice for all expenses from the beginning of the Grant through June 30, regardless of the Grant start and end date.

#### Duplication of Billed Costs

The Grantee shall not bill WA DNR for services performed under this Agreement, and WA DNR shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

#### Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees/subcontractors.

WA DNR may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by WA DNR of the final report (or completion of the project, etc.).

### **5. SUBGRANTEE/SUBCONTRACTOR DATA COLLECTION**

Grantee will submit reports, in a form and format to be provided by WA DNR and at intervals as agreed by the parties, regarding work under this Grant performed by subgrantees/subcontractors and the portion of Grant funds expended for work performed by subgrantees/subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subgrantees/subcontractors. "Subgrantees/subcontractors" shall mean subgrantees of any tier.

### **6. INSURANCE**

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee, or agents of either, while performing under the terms of this Grant. Failure to maintain the required insurance coverage may result in termination of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall provide WA DNR thirty (30) calendar days' advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to WA DNR within fifteen (15) calendar days of the Grant start date OR a written request by WA DNR, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide, at WA DNR's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that WA DNR will be provided thirty (30) days' advance written notice of cancellation.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:



**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including Contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

**Automobile Liability.** In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

**Professional Liability, Errors and Omissions Insurance.** The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under Grant to the Grantee. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

**Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name WA DNR as beneficiary.
- B. Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the Grantee as beneficiary.

## **7. FRAUD AND OTHER LOSS REPORTING**

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the WA DNR Representative identified on the Face Sheet.

## **8. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Add any other attachments incorporated by reference from the Face Sheet



## **General Terms and Conditions**

### **1. DEFINITIONS**

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "WA DNR" or "Department" shall mean the Washington Department of WA DNR.
- C. "Grant" or "Agreement" or "Contract" means the entire written agreement between WA DNR and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this Grant shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- G. "State" shall mean the state of Washington.
- H. "Subaward" shall mean an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- I. "Subrecipient" shall mean a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- J. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subcontractor" means any tier.

### **2. ACCESS TO DATA**

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to WA DNR, the Joint Legislative Audit and Review Committee, and the Office of the State





Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

**3. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by WA DNR.

**4. ALL WRITINGS CONTAINED HEREIN**

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

**5. AMENDMENTS**

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The 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 telecommunications.

**7. ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of WA DNR.

**8. ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys' fees and costs.

**9. AUDIT**

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to WA DNR the reporting package specified in Uniform Guidance 2 CFR 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to WA DNR follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify WA DNR they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to the [Federal Audit Clearinghouse](#).

**10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION- PRIMARY AND LOWER TIER COVERED TRANSACTIONS**

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief they:



- i. Are not presently debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  - ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
  - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by WA DNR.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

#### **LOWER TIER COVERED TRANSACTIONS**

- i. The lower tier Grantee certifies, by signing this Grant 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.
  - ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such Grantee shall attach an explanation to this Grant.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact WA DNR for assistance in obtaining a copy of these regulations.

#### **11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
- i. All material provided to the Grantee by WA DNR that is designated as "confidential" by WA DNR;
  - ii. All material produced by the Grantee that is designated as "confidential" by WA DNR; and



iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of WA DNR or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide WA DNR with its policies and procedures on confidentiality. WA DNR may require changes to such policies and procedures as they apply to this Grant whenever WA DNR reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by WA DNR. Upon request, the Grantee shall immediately return to WA DNR any Confidential Information that WA DNR reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify WA DNR within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **12. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, WA DNR may, in its sole discretion, by written notice to the Grantee terminate this Grant if it is found after due notice and examination by WA DNR that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this Grant.

Specific restrictions apply to Granting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subgrantee(s) must identify any person employed in any capacity by the state of Washington that worked with the WA DNR program executing this Grant, including but not limited to formulating or drafting the legislation, participating in procurement planning and execution, awarding Grants, and monitoring Grant, during the 24-month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by WA DNR that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this Grant is terminated as provided above, WA DNR shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the Grant by the Grantee. The rights and remedies of WA DNR provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which WA DNR makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant.

## **13. COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by WA DNR. WA DNR shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to WA DNR effective from the moment of creation of such Materials.



"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to WA DNR a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to WA DNR.

The Grantee shall exert all reasonable effort to advise WA DNR, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide WA DNR with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. WA DNR shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

#### **14. DISPUTES**

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of WA DNR, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

#### **15. DUPLICATE PAYMENT**

WA DNR shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant or agreement, for the same services or expenses.

#### **16. GOVERNING LAW AND VENUE**

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.





## **17. HARASSMENT**

Grantee shall have access to DNR's Policies:

Per [RCW 43.01.135](#), Sexual harassment in the workplace, Grantee hereby has access to DNR Policy PO01-052 Sexual harassment, linked below:

[https://www.dnr.wa.gov/publications/em\\_harassment\\_prevention\\_policy.pdf](https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf)

DNR's Policy PO01-051 Safe and Respectful workplace, linked below, outlines DNR's commitment and the expectation of the Grantee:

[www.dnr.wa.gov/publications/em\\_safe\\_respectful\\_workplace\\_policy.pdf](http://www.dnr.wa.gov/publications/em_safe_respectful_workplace_policy.pdf)

DNR's Policy PO01-037 Harassment prevention, linked below, outlines DNR's commitment and the expectation of the Grantee:

[www.dnr.wa.gov/publications/em\\_harassment\\_prevention\\_policy\\_037.pdf](http://www.dnr.wa.gov/publications/em_harassment_prevention_policy_037.pdf)

## **18. INDEMNIFICATION**

To the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless the state of Washington, WA DNR, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the Grant. "Claim" as used in this Grant, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee or its employees.

The Grantee's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Grantee, its subgrantees, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or its subgrantees, agents, or employees.

Grantee waives its immunity under Title 51 RCW, Industrial Insurance, to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

## **19. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent Grantee relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or WA DNR. The Grantee will not hold itself out as or claim to be an officer or employee of WA DNR or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

## **20. INDIRECT COSTS**

Grantee shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If no such rate exists a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.



## **21. INDUSTRIAL INSURANCE COVERAGE**

Grantee shall comply with all applicable provisions of Title 51 RCW. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, WA DNR may collect from Grantee the full amount payable to the Industrial Insurance Accident Fund. WA DNR may deduct the amount owed by the Grantee to the accident fund from the amount payable to Grantee by WA DNR under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

## **22. LAWS**

Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

## **23. LICENSING, ACCREDITATION AND REGISTRATION**

Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

## **24. LIMITATION OF AUTHORITY**

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Grant is not effective or binding unless made in writing and signed by the Authorized Representative.

## **25. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with WA DNR. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this Grant may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Grant.

## **26. PAY EQUITY**

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - i. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.



- ii. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
- iii. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Grantee is not in compliance with this provision.

## **27. POLITICAL ACTIVITIES**

Political activity of Grantee's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

## **28. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS**

All Grantees must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Grant.

The Grantee's procurement system should include at least the following:

- A. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of Grants using federal funds.
- B. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- C. Minimum procedural requirements, as follows:
  - i. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
  - ii. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
  - iii. Positive efforts shall be made to use small and minority-owned businesses.
  - iv. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Grantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
  - v. Grants shall be made only with reasonable subgrantees who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
  - vi. Some form of price or cost analysis should be performed in connection with every procurement action.
  - vii. Procurement records and files for purchases shall include all of the following:
    - 1) Grantee selection or rejection.
    - 2) The basis for the cost or price.
    - 3) Justification for lack of competitive bids if offers are not obtained.
  - viii. A system for Grant administration to ensure Grantee conformance with terms, conditions and specifications of this Grant, and to ensure adequate and timely follow-up of all purchases.
- D. Grantee and Subgrantee must receive prior approval from WA DNR for using funds from this Grant to enter into a sole source Grant or a Grant where only one bid or proposal is received when value of this Grant is expected to exceed \$5,000.



Prior approval requests shall include a copy of proposed Grants and any related procurement documents and justification for non-competitive procurement, if applicable.

**29. PUBLICITY**

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or WA DNR's name is mentioned, or language used from which the connection with the state of Washington's or WA DNR's name may reasonably be inferred or implied, without the prior written consent of WA DNR.

**30. RECAPTURE**

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, WA DNR reserves the right to recapture funds in an amount to compensate WA DNR for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by WA DNR. In the alternative, WA DNR may recapture such funds from payments due under this Grant.

**31. RECORDS MAINTENANCE**

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by WA DNR, personnel duly authorized by WA DNR, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**32. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

**33. RIGHT OF INSPECTION**

The Grantee shall provide right of access to its facilities to WA DNR, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

**34. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, WA DNR may terminate the Grant under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

**35. SEVERABILITY**

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.





### **36. SITE SECURITY**

While on WA DNR premises, Grantee, its agents, employees, or subgrantees shall conform in all respects with physical, fire or other security policies or regulations.

### **37. SUBGRANTING**

The Grantee may only subgrant work contemplated under this Grant if it obtains the prior written approval of WA DNR.

If WA DNR approves subgranting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants and records related to subgrants. For cause, WA DNR in writing may: (a) require the Grantee to amend its subgranting procedures as they relate to this Grant; (b) prohibit the Grantee from subgranting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant.

Every subgrant shall bind the Subgrantee to follow all applicable terms of this Grant. The Grantee is responsible to WA DNR if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant operate to release or reduce the liability of the Grantee to WA DNR for any breach in the performance of the Grantee's duties.

Every subgrant shall include a term that WA DNR and the State of Washington are not liable for claims or damages arising from a Subgrantee's performance of the subgrant.

### **38. SURVIVAL**

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

### **39. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

### **40. TERMINATION FOR CAUSE**

In the event WA DNR determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, WA DNR has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, WA DNR shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

WA DNR reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by WA DNR to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of WA DNR provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.



#### **41. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Grant, WA DNR may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, WA DNR shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

#### **42. TERMINATION PROCEDURES**

Upon termination of this Grant, WA DNR, in addition to any other rights provided in this Grant, may require the Grantee to deliver to WA DNR any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

WA DNR shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by WA DNR, and the amount agreed upon by the Grantee and WA DNR for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by WA DNR, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of WA DNR. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. WA DNR may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect WA DNR against potential loss or liability.

The rights and remedies of WA DNR provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
- C. Assign to WA DNR, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants so terminated, in which case WA DNR has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to WA DNR and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to WA DNR;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which WA DNR has or may acquire an interest.



#### **43. TREATMENT OF ASSETS**

Title to all property furnished by WA DNR shall remain in WA DNR. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in WA DNR upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in WA DNR upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by WA DNR in whole or in part, whichever first occurs.

- A. Any property of WA DNR furnished to the Grantee shall, unless otherwise provided herein or approved by WA DNR, be used only for the performance of this Grant.
- B. The Grantee shall be responsible for any loss or damage to property of WA DNR that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any WA DNR property is lost, destroyed or damaged, the Grantee shall immediately notify WA DNR and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to WA DNR all property of WA DNR prior to settlement upon completion, termination or cancellation of this Grant.
- E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or subgrantees/subcontractors.

#### **44. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of WA DNR.



## **Attachment A: Scope of Work**



## **Attachment B: Budget**



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360-902-1000  
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WWW.DNR.WA.GOV

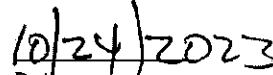
### Sub-Recipient Requirements

Requirements of sub-award documentation to be submitted by sub-recipient:

1. Copy of signed Sub-award Agreement.
2. Signed acknowledgement of receipt of grant award special conditions and agreement to comply with grant award special conditions, if applicable.
3. Financial and progress reports as outlined in the Sub-award Agreement.
4. At grant closeout, within the time frame defined by the prime grantee:
  - a. Final Invoice(s)
  - b. Final Financial Report
  - c. Final Programmatic responses
  - d. Final Supplies and Equipment report see *Attachment 5 for example*)

By signing below, I agree to provide all documents listed above, and additional documentation if needed, to the prime grantee by the date requested by the prime grantee.

  
Sub-awardee Representative

  
Date



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**SUBRECIPIENT MONITORING FORM**

This form will be considered valid for three (3) years from the date of signature by your organization's Authorized Official.

**SECTION A: SUBRECIPIENT INFORMATION**

Legal Name:

Pacific County Emergency Management Agency

Organization's Address (Include ZIP Code + 4 or other postal code):

PO Box 1143, 300 Memorial Drive, South Bend, WA 98586

Performance Site Address (if different from  
above): Include ZIP Code +4 or other postal code:

Same as Above

DUNS # (Dun & Bradstreet):

SGBTK2G54NX7

Congressional District (if in U.S.):

3

Congressional District (if in U.S.):

3

What is the subrecipient's classification? (Check only if applicable)

☐ Large Business ☐ Veteran-Owned ☐ Small Business ☒ Government Entity ☐ Historically Black College / University

☐ Small Disadvantaged Business ☐ Tribal ☐ Historically Underutilized Business Zone ☐ Woman-Owned

☐ Volunteer Organization ☐ Minority Institution/Owned

Domestic Organizations:

Federal Employer Identification Number 91-6001356  
Registered in CCR? ☐ Yes ☒ No Expiration Date:

CAGE Code:

(Commercial and Government Entity) 44883

International Organizations:

NAIS Code:

(North American Industry Classification  
System)

(NCAGE) Code:

Executive Compensation (complete when collaborating on a U.S. federal project only):

☐ Yes ☒ No During the previous fiscal year my organization received eighty percent (80%) or more of its annual gross revenues in federal awards AND twenty-five million dollars (\$25M) or more in annual gross revenues from federal awards.

☐ Yes ☒ No My organization regularly reports information on the compensation of its senior executives in response to section 13(a) or 15 (d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78(d) or section 6104 of the Internal Revenue Code of 1986?

Name of Subrecipient Project Director/PI (Required): Scott McDougall

Phone: 360-875-9338

Email: smcdougall@co.pacific.wa.us

Amount of Funding Requested by Subrecipient: \$

\$103,000

Cost Sharing Provided by Subrecipient (if applicable): \$ 25,750



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**SECTION B: SUBRECIPIENT ELIGIBILITY AND CERTIFICATIONS**

1. Please answer the following questions BEFORE completing the rest of the form.

- ☐ Yes ☒ No Is your organization presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any Federal department or Agency?
- ☐ Yes ☒ No Is your organization delinquent on repayment of any Federal debt including direct and guaranteed loans and other debt as defined in OMB Circular A-129, "Managing Federal Credit Programs"?

2. Lobbying (for U.S. federal projects only):

- ☒ Yes ☐ No My organization certifies that no payments 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 proposed project. (If "No," attach explanation.)





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**SECTION B: SUBRECIPIENT ELIGIBILITY AND CERTIFICATIONS**

**4. Additional Debarment and Suspension Information (check as applicable):**

- ☐ Yes ☒ No Is the project director (or any other employee planning to participate in this project) debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities? (If "Yes," attach explanation.)
- ☐ Yes ☒ No Is the organization presently indicted for, or otherwise criminally or civilly charged by a government entity? (If "Yes," attach explanation.)
- ☐ Yes ☒ No Has the organization within three (3) years preceding this offer had one or more contracts terminated for default by any federal agency? (If "Yes," attach explanation.)

**5. Audit Status / Fiscal Responsibility:**

- ☒ Yes ☐ No Does your organization receive an annual audit in accordance with OMB Circular A-133?
- If "Yes", please provide a link: <https://www.co.pacific.wa.us/auditor/financial-statements-and-audit-reports/fy2022-report-1033366.pdf>
- If "No," please indicate why your organization is not subject to A-133 audit requirements:
- ☐ My organization is a non-profit that expended less than \$500,000 in U.S. federal funds during our previous fiscal year.
- ☐ My organization is a foreign entity.
- ☐ My organization is a for-profit entity.
- ☐ My organization is a U.S. government entity.

If "Yes", respond to the following:

- ☒ Yes ☐ No Has your organization's A-133 audit been completed for the most recent fiscal year?
- ☐ Yes ☒ No Were there any findings or exceptions noted? If "Yes" attach an explanation.

*Please note: Your most recent A-133 audit report will be requested prior to the establishment of a subaward.*

**6. Does the Subrecipient have a formal, written personnel policy that addressed the following:**

- |                                      |   |
|--------------------------------------|---|
| Pay Rates and Benefits               | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Time and Attendance                  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Leave                                | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Discrimination                       | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Federally Approved Travel Policy     | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Federally Approved Purchasing System | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |



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**SECTION C: AUTHORIZED REPRESENTATIVE APPROVAL**

**APPROVED FOR SUBRECIPIENT**

The Information, certifications and representations above have been read, signed and made by an authorized official of the Subrecipient named herein. The appropriate programmatic and administrative personnel involved in this application are aware of agency policy in regard to subawards and are prepared to establish the necessary inter-institutional agreements consistent with those policies. Any work begun and/or expenses incurred prior to execution of a subaward agreement are at the Subrecipient's own risk.

A handwritten signature in black ink, appearing to read "Scott McDougall", is written over a horizontal line.

Signature of Subrecipient's Authorized Official

Date: 10/24/2023

Scott McDougall, PCEMA Director

Name and Title of Authorized Official

Email: smcdougall@co.pacific.wa.us

Phone: 360-875-9338

Fax: 360-875-9342

If Subrecipient is owned or controlled by a parent entity, please provide the following information:

Parent Entity Legal Name:

County of Pacific

Parent Entity Address, City, State, ZIP+4:

PO Box 6  
South Bend, WA 98586-0006



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## FINANCIAL CAPABILITY CHECKLIST

Fiscal Year 2024

Adequate accounting systems and internal policies should meet the following criteria as outlined in the most current version of the Office of Management and Budget's (OMB) Circular of Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 CFR Part 200, as implemented by USDA regulations 2 CFR Part 400.

- (A) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.
- (B) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
- (C) The accounting system should provide accurate and current financial reporting information.
- (D) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, validate the accuracy and reliability of accounting data, promote operational efficiency, and ensure adherence to prescribed management policies.

**PURPOSE:** This Checklist is to assist your organization in understanding the minimum requirements necessary to accept, manage, and spend Federal funds. If you have questions regarding any of the items in this checklist, please contact your Department of Natural Resources Grants representative.

### INSTRUCTIONS

An Organization representative will review and complete the form, certifying in the last section that they have read and understand items listed in this document. The completed form will be returned to the designated Department of Natural Resources Grants Representative.

### STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS

- |                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | 1. Responsible parties for my organization are familiar with the OMB Uniform Administrative Requirements and the Cost Principles, as they apply to Federal grants.   |
| <input checked="" type="checkbox"/> | 2. My organization understands that it must expend and account for award funds in accordance with State laws and procedures for expending and accounting for its own funds. Fiscal control and accounting procedures of the State, as well as its subgrantees and cost-type contractors, must be sufficient to: <ul style="list-style-type: none"> <li>1) Permit preparation of reports required by this part and the statutes authorizing the award, and</li> <li>2) Permit the tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.</li> </ul> |
| <input checked="" type="checkbox"/> | 3. Funds used for match are subject to the same requirements as Federal grant funds. Costs used for match must be allowable under the Cost Principles, recorded accurately, and not used to match any other Federal award.   |
| <input checked="" type="checkbox"/> | 4. Time distribution records are maintained for each employee that accurately reflects work performed for grant funded activities or used as match. These charges are recorded and maintained in accordance with the Cost Principles.  |
| N/A                                 | 5. A negotiated indirect cost rate agreement (NICRA) or cost allocation plan must be federally approved and in effect in order for indirect costs to be allowable for reimbursement or match.  |
| <input checked="" type="checkbox"/> | 6. Funds specifically budgeted for one project or program may not be used to support another project or program without prior written approval of the awarding agency.   |

### SUBGRANTS



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<input checked="" type="checkbox"/>	7. My organization is aware that it is required to ensure that a subrecipient's financial system meets the standards described in the Uniform Administrative Requirements. Financial records must adequately identify the source and application of funds provided for Federally funded activities. Applicable OMB Cost Principles, organization program regulations, and the terms of grant and subgrant documents will be followed in determining the reasonableness, allowability, and allocability of costs. Accounting records must be supported by source documentation such as cancelled checks, paid bills, payrolls, time and attendance records, contract and subgrant award documents, etc.
<input checked="" type="checkbox"/>	8. My organization is aware that subrecipients must be monitored for financial operations (records, systems, and procedures), performance, and conformance to regulations.
<input checked="" type="checkbox"/>	9. My organization is aware that we must not award or permit any subsequent sub-award to any party that is debarred or suspended from participation in Federal assistance programs. The "Excluded Parties List" system for suspended or debarred subrecipients and contractors is at <a href="http://www.sam.gov">www.sam.gov</a> .
<b>OTHER CONSIDERATIONS</b>	
<input checked="" type="checkbox"/>	10. <b>Travel:</b> My organization has a written travel policy which is consistent for both internal travel and approved travel costs under the Federal award. If no policy exists, then my organization adheres to the Federal Travel Regulations (FTR).
<input checked="" type="checkbox"/>	11. <b>Personnel:</b> My organization has written personnel policies and procedures that provide for reasonable and consistent treatment of personnel costs, such as fringe benefits and pension plans.
<input checked="" type="checkbox"/>	12. <b>Record Retention:</b> My organization retains all grant related records in accordance with the timeframes identified in the Uniform Administrative Requirements. In general, all grant related records must be maintained for 3 years from the date the final expenditure report is submitted.
<input checked="" type="checkbox"/>	13. <b>Procurement:</b> My organization has written procurement policies and procedures. The same policies and procedures are followed whether the procurements are with Federal grant funds or other non- Federal funds
<input checked="" type="checkbox"/>	14. <b>Audit:</b> My organization is aware of 2 CFR Part 400, Single Audit, which requires audit of any entity that expends more than \$750,000 in federal funds in a fiscal year. My organization understands that their particular grant funded programs may not be audited, but any audit findings must be considered during a financial review.
<input checked="" type="checkbox"/>	15. <b>Debarment/Suspension:</b> My organization has internal policy to check the "Excluded Parties List" system for suspended or debarred sub-grantees and contractors, prior to award at <a href="https://www.sam.gov/">https://www.sam.gov/</a> .

**ACKNOWLEDGEMENT**

I acknowledge that my organization has received this document and understands the financial management standards necessary to manage Federal awards and subawards. At any time in reviewing this document, in pre-award negotiations, during the post-award meeting, or at any time subsequent, if my organization has questions regarding the content presented in this checklist or related to the award, I understand that I may bring this to the attention of the Department of Natural Resources for clarification and that the Department of Natural Resources is available to assist my organization.

Completed by: <u>Scott McDougall</u>	Title: <u>Director</u>
Print Name: <u>Scott McDougall</u>	Date: <u>10/24/2023</u>
Organization Name: <u>Pacific County EMA Emergency Management Agency</u>	



**DEPARTMENT OF  
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## PRE-AWARD DOCUMENTATION REQUEST

Members of Pacific County, your Community Wildfire Defense Grant application has been approved. Prior to distributing the funding for this award, we will need the attached documentation completed and returned by 10/27/2023. Once the documents have been completed, we will send the official award letter to your organization to begin work.

In order to receive reimbursement, you must have a Statewide Vendor (SWV) number. If you are not registered through the Office of Financial Management for the SWV follow this link to register:  
<https://ofm.wa.gov/it-systems/accounting-systems/statewide-vendorpayee-services>

Reference documents for 2 CFR 200:

eCFR :: 2 CFR Part 400 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Please let us know if you have any questions regarding the attached documents. Below is a list of contacts if additional information is needed.

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Phone: 360.742.4504

Grants Project Manager:

Marc Titus [Marc.Titus@dnr.wa.gov](mailto:Marc.Titus@dnr.wa.gov)

Phone: 509.504.5357

Congratulations, and thank you for the work you are doing to manage, sustain, and protect the health and productivity of Washington's lands and waters.

Please let us know if you have any questions or concerns.

*Bella Mitchell*

She/Her

Wildland Fire Grants Fiscal Analyst

Department of Natural Resources

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