PACIFIC COUNTY

FFY 2009 SHSP DISTRIBUTION AGREEMENT

1. Contractor/Sub recipient Name and Address:	2. Contract Amount:	3. Contract Number:
Pacific County Fire District 5 **PO Box 602** **Tokeland, WA 98590**	**$92,393**	**E10-225** **E10-225A**
4. Contractor/Sub recipient Contact Person, Phone:	5. Contract Start Date:	6. Contract End Date:
James Hart, Chief (360) 267-3970	**August 1, 2009**	**December 31, 2011**

7. Pacific County Emergency Management Agency Contact Person, Phone:

Denise Rowlett, (360) 875-9338

8. Funding Authority:
Pacific County Emergency Management Agency (County), **Washington State Military Department** (Department), **and the Department of Homeland Security** (DHS)

9. Funding Source Agreement #:	10. Program Index #	11. Catalog of Federal Domestic Asst. (CFDA) # and Title:
2009-SS-T9-0015	**793SS NZ**	**97.067 SHSP**

12. BRIEF DESCRIPTION:

The DHS, FEMA is providing funds to local government to enhance the capability of state and local units of government to prevent, deter, respond to, and recover from incidents of terrorism through FFY 2009 State Homeland Security Program. This funding is being provided to local agencies to address the unique equipment, exercise, training, planning, organization, and management and administration needs of local emergency responders.

Transfer of equipment.

IN WITNESS WHEREOF, the County and Contractor acknowledge and accept the terms of this contract and attachments hereto and have executed this contract as of the date and year written herein. This Contract Face Sheet and Interlocal Agreement or Distribution Agreement governs the rights and obligations of both parties to this contract.

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

(a) Applicable Federal and State Statutes and Regulations
(b) Statement of Work (if included)
(c) Interlocal Agreement or Distribution Agreement
(d) Any other provisions of the contract incorporated by reference.

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

DISTRIBUTION AGREEMENT

This Contract is entered into by PACIFIC COUNTY through its Emergency Management Agency (County) and PACIFIC COUNTY FIRE DISTRICT 5 (Agency), whose address is PO Box 602, Tokeland, WA 98590. The County is undertaking certain activities related to the State Homeland Security Program as funded by the U.S. Department of Homeland Security, Office for Domestic Preparedness under Grant Award Number 2009-SS-T9-0015. Under the terms and conditions of Grant Award Number 2009-SS-T9-0015, the County will be distributing specialized emergency response equipment to the Agency. The distribution of the equipment is subject to the following terms and conditions.

1. The equipment delivered to Agency is as described in Attachment A. Title to the equipment transfers upon delivery.

2. The equipment delivered to Agency is accepted "as is" by the Agency with the understanding that the County disclaims all warranties for the delivered equipment. Should the equipment not perform as specified by the vendor, the County will provide all warranty repair information to Agency.

3. The Agency is responsible for the exchange of equipment with like items for proper size, etc. The County will provide all exchange information to the Agency.

4. I understand that my agency is responsible for the licensing, maintenance, training, proper storage, maintaining inventory records and use of the equipment. Equipment lost, stolen, or deemed unusable will not be replaced. Each piece of equipment valued at $5,000 (or the Agency's capitalization threshold, if lower) or more cannot be disposed of without the permission from the grantor as per Common Rule Section 32.

5. I also understand that our agency may receive an audit in accordance with OMB Circular A-133, Circular A-87, and the conditions of this grant. Inventory of capital equipment must be conducted by the final receiving agency every two years. The final receiving agency MUST submit a biennial letter of certification to the County declaring that the inventory has been conducted. The letter of certification is due by January 30th of the due year.

6. The County assumes no responsibility for the use, care or maintenance of the delivered equipment by Agency. Agency shall protect, defend, indemnify and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Agency, its officers, employees, and/or agents. The Agency agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. For this purpose, the Agency, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Agency. In addition the County shall be entitled to recover from the Agency, fees, and costs incurred to enforce the provisions of this section.

   Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

7. Agency shall comply with the Department of Justice Post Award Requirements, Chapter 6: Property and Equipment, of Grant Award Number 2009-SS-T9-0015, Attachment B, copy attached and incorporated by reference as if fully stated herein.

Pacific County:

_____
Authorized Signature

Lisa Ayers
Print Name

Chair, Pacific County Board of Commissioners
Title

_____
Date

Pacific County Fire District 5:

_____
Authorized Signature

James Hart
Print Name

Chief
Title

3/12/2012
Date

CERTIFICATIONS AND ASSURANCES

As a sub-recipient of equipment purchased with federal funds under the STATE AND LOCAL DOMESTIC PREPAREDNESS EQUIPMENT SUPPORT PROGRAM project, Award Number 2009-SS-T9-0015 (CFDA 97.067 SHSP), Pacific County Fire District 5 makes the following certifications and assurances:

1. **OMNIBUS CRIME CONTROL AND SAFE STREETS ACT OF 1968**: It will comply with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

2. **CIVIL RIGHTS**: It will comply with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

3. **LOBBYING**: (Required for funding over $100,000) As required by Section 1352 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

   b. 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 Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

   c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

Pacific County Fire District 5:

Authorized Signature

James Hart
Print Name

Chief
Title

3/12/2012
Date

Attachment A

Sub recipient Name/Receiving Agency and Address:	Pacific County Fire District 5 PO Box 602 Tokeland, WA 98590	**Pass-Through Agency and Address:**	Pacific County Emergency Management Agency PO Box 101 South Bend, WA 98586
Contact Person:	James Hart	**Contact Person:**	Denise Rowlett
Telephone #:	(360) 267-3970	**Telephone #:**	(360) 875-9338

I hereby acknowledge receipt of the following equipment from the Pacific County Emergency Management Agency (PCEMA) as part of the following federal Homeland Security Program:

GRANT AWARD # (Funding Source Agreement #)		**AWARD YEAR**		**FEDERAL AWARD AGENCY**		**CFDA # AND TITLE**	
2009-SS-T9-0015		**2009**		**US Department of Homeland Security**		**97.067 SHSP**	
Date Received by PCEMA	**Description**	**Inventory ID #**	**Model or Part #**	**Serial #**	**Qty**	**Unit Price**	**Extended Total**
Ham Radio Outlet, Inc.							
08/29/2011	Yaesu FT-8800R 2M/440 dual band mobile radio w/remote kit	002160	FT-8800R	1E260018	1	$419.95	$419.95
08/29/2011	Samlex 110V to 13.8V 20A switching DC power supply	002161	SEC 1223	03061-1112-0285	1	$99.95	$99.95
08/29/2011	Hustler home station 2M/440 antenna	002162 (no tag) 002163 (no tag)	G6-270R		2	$199.95	$399.90
08/29/2011	Yaesu FT-1900R 2M 55W mobile w/MH48A6J	002164	FT-1900R/E	1I732575	1	$139.95	$139.95
08/29/2011	Inventory related items	002166 (no tag)				$44.31	$44.31
12/12/2011	Kantronics 128K KPC-3 + two A/D	002165	KPC-3 Plus	919294	1	$194.95	$194.95
12/12/2011	Inventory related items	002166 (no tag)				$99.00	$99.00
		S&H	$	Sales Tax	$109.05	Subtotal	$1,507.06
Dell Marketing L.P.							
12/02/2011	Computer OptiPlex 990 Minitower w/19 in widescreen monitor	002167 002168	W14H6 8JCGH	H421XR1 FSJ1C0110837	1 ea	$1,490.36	$1,490.36
		S&H	$	Sales Tax	$116.25	Subtotal	$1,606.61
Amazon.com							
12/13/2011	Hewlett Packard 3050A wireless all-in-one color photo printer	002169	3050A	CN1564C12R	1	$78.00	$78.00
		S&H	$8.67	Sales Tax	$	Subtotal	$86.67
						Grand Total	**$3,200.34**

I understand that my agency is responsible for the licensing, maintenance, training, proper storage, maintaining inventory records and use of the equipment. Equipment lost, stolen, or deemed unusable will not be replaced. Each piece of equipment valued at $5,000 or more cannot be disposed of without the permission from the grantor as per Common Rule Section 32.

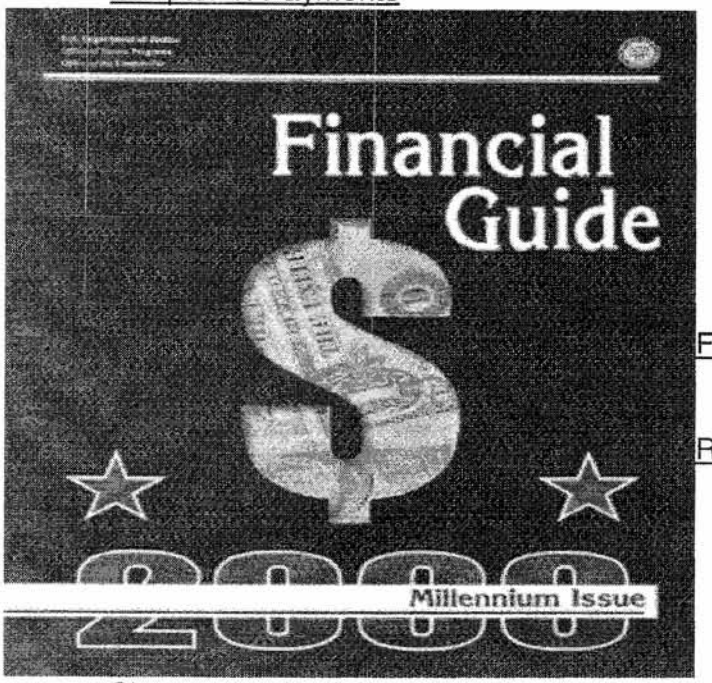
We hold the Pacific County Emergency Management Agency harmless for any and all damages that may result from the acceptance of this equipment. I also understand that our agency may receive an audit in accordance with OMB Circular A-133, Circular A-87, and the conditions of this grant. In accordance with 28 CFR 66.32, equipment inventory must be conducted by the final receiving agency every two years, and the final receiving agency MUST submit a biennial letter of certification to PCEMA declaring that the inventory has been conducted. The letter of certification is due by January 30th of due year.

Signed By: _____ Printed Name/Title: James Hart, Chief Date: 3/12/2012

Attachment B

PART III -- POST AWARD REQUIREMENTS

- Chapter 1: Payments



- Chapter 2: Period of Availability of Funds
- Chapter 3: Matching or Cost Sharing
- Chapter 4: Program Income
- Chapter 5: Adjustments to Awards
- Chapter 6: Property and Equipment
- Chapter 7: Allowable Costs
- Chapter 8: Confidential Funds
- Chapter 9: Subawards
- Chapter 10: Procurements Under Awards of Federal Assistance
- Chapter 11: Reporting Requirements
- Chapter 12: Retention and Access Requirements for Records
- Chapter 13: Sanctions
- Chapter 14: Termination for Convenience
- Chapter 15: Costs Requiring Prior Approval
- Chapter 16: Unallowable Costs
- Chapter 17: Indirect Costs
- Chapter 18: Closeout
- Chapter 19: Audit Requirements

Chapter 6: **Property and Equipment**

Acquisition of Property and Equipment. Recipients/sub recipients are required to be prudent in the acquisition and management of property with Federal funds. Expenditure of funds for the acquisition of new property, when suitable property required for the successful execution of projects is already available within the recipient or sub-recipient organization, will be considered an unnecessary expenditure.

Note: Equipment purchased using funds made available under Federal grants shall be year 2000 compliant and shall be able to process all time/date data after December 31, 1999.

Screening. Careful screening should take place before acquiring property in order to ensure that it is needed with particular consideration given to whether equipment already in the possession of the recipient/sub-recipient organization can meet identified needs. While there is no prescribed standard for such review, recipient/sub-recipient procedures may establish levels of review dependent on factors such as the cost of the proposed equipment and the size of the recipient or sub-recipient organization. The establishment of a screening committee may facilitate the process; however, a recipient or sub-recipient may utilize other management techniques which it finds effective as a basis for determining that the property is needed and that it is not already available within the recipient's organization.

The awarding agency's program monitors must ensure that the screening referenced above takes place and that the recipient/sub-recipient has an effective system for property management. Recipients/sub-recipients are hereby informed that if the awarding agency is made aware that the recipient/sub-recipient does not employ an adequate property management system, project costs associated with the acquisition of the property may be disallowed.

Loss, Damage, or Theft of Equipment. Recipients/sub-recipients are responsible for replacing or repairing the property which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage, or theft of the property must be investigated and fully documented and made part of the official project records.

Real Property Acquired with Formula Funds.

1. **Land Acquisition.** Block/formula funds CANNOT be used for land acquisition.
2. **Title.** Subject to the obligations and conditions set forth in the award, title to real property acquired under an award or sub-award vests, upon acquisition, in the recipient or sub-recipient.
3. **Use of Real Property.** The recipient and its sub-recipients may use real property acquired, in whole or in part, with Federal funds for the authorized purposes of the original grant or sub-award as long as needed for that purpose. The sub-recipients shall maintain an inventory report which identifies real property acquired, in whole or in part, with block or formula funds. The recipient or sub-recipient shall not dispose of or encumber its title or other interests.
4. **Disposition.** The sub-recipient shall obtain approval for the use of the real property in other projects when the sub-recipient determines that the real property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federally-sponsored projects or programs that have purposes consistent with those authorized for support by the State. When the real property is no longer needed as provided above, the sub-recipient shall request disposition instructions from the State. The State shall exercise one of the following:

a. Direct the real property to be transferred to another sub-recipient or a criminal justice activity needing the property, provided that use of such real property is consistent with those objectives authorized for support by the State.
b. Return all real property furnished or purchased wholly with Federal funds to the control of the awarding agency. In the case of real property purchased in part with Federal funds, the sub-recipient may be permitted to retain title upon compensating the awarding agency for its fair share of the property. The Federal share of the property shall be computed by applying the percentage of the Federal participation in the total cost of the project for which the property was acquired to the current fair market value of the property. In those instances where the sub-recipient does not wish to purchase real property originally purchased in part with Federal funds, disposition instructions shall be obtained from the awarding agency.

Contract Number: E10-225

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME Pacific County Fire District 5		Doing business as (DBA)	
ADDRESS PO Box 602 Tokeland, WA 98590	**Applicable Procurement or Solicitation #, if any:**	WA Uniform Business Identifier (UBI) 602-901-752	Federal Employer Tax Identification #:
This certification is submitted as part of a request for equipment distribution.			

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: 3/12/2012

Print Name and Title: James Hart, Chief

FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

(FREQUENTLY ASKED QUESTIONS)

Note: *This FAQ sheet was provided by the Washington State Military Department. Your sub-recipient agreement with the Pacific County Emergency Management Agency is subjected to the same "debarment, suspension, ineligibility, and voluntary exclusion" requirements as described in this document.*

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.

Title VI - Non-Discrimination Agreement

Population Under 100,000

Contract #E10-225

Pacific County Fire District 5 hereinafter referred to as the "Subrecipient" assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Subrecipient further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not (Public Law 100259 {S.557} March 22, 1988.)

In the event the Subrecipient distributes federal aid funds to another Subrecipient, the initial Subrecipient will include Title VI language in all written agreements and will monitor for compliance.

The Subrecipient is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation (CFR) 200 and 49 Code of Federal Regulation 21.

Pacific County Fire District 5:

Authorized Signature

James Hart
Print Name

Chief
Title

3/12/2012
Date