



WSC ONLY:
 Contract #: _____
 (as assigned by ESD)
 _ 1 Yr Award _ 2 Yr Award

Individual Placement and Special Programs

CFDA 94.006

Program Year September 1, 2013 – August 31, 2014

MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding (MOU) is to establish the compliance expectations of the Washington Service Corps (WSC) Individual Placement and Special Programs. These expectations are designed to establish effective coordination between sponsoring organizations and the WSC, to ensure that the objectives of the WSC, Washington State Commission for National and Community Service, and the Corporation for National and Community Service are met, and to ensure a positive service experience for the AmeriCorps member(s).

**Mail completed original to Washington Service Corps
 P.O. Box 9046, Olympia, WA 98507
 or hand deliver to Washington Service Corps
 128 10th Avenue SW, Olympia, WA 98501**

Sponsoring Organization Information

Organization (Legal Name): Pacific County Emergency Management	
Organization Website URL: www.co.pacific.wa.us	
Project Title(s): Disaster Preparedness Public Education Outreach	
DUNS #: 084604016	
Legal Applicant Name: Lisa Ayers	Title: Commissioner, Chair
Mailing Address: PO Box 187, South Bend, WA 98586	
Telephone Number: (360) 875-9337	Fax Number: (360) 875-9335
Email Address: layers@co.pacific.wa.us	
Number of AmeriCorps positions awarded: 1	
Program Year: 2013-2014	
Member Placement Fee Total (\$6,000 x number of placements): \$6,000	

Funding Contingency

In the event funding for the WSC is reduced or eliminated, or if federal program requirements change, prior to or after the date of this MOU, the WSC may terminate or modify this MOU with 30 days written notification to the sponsoring organization.

Responsibilities of the Sponsoring Organization

Section I – Financial Responsibility

1. Submit \$6,000 member placement fee per member on or before October 31, 2013. Invoice with payment instructions will be sent by WSC to sponsoring organizations on or about September 1, 2013. Refer to RFA Guidance Document for additional details pertaining to the use of federal funds. For those returning organizations applying for two program-years, be aware that the cash match may increase the second year. Member placement fee will only be pro-rated for any member who terminates prior to serving 15% of their term. Organizations will not receive a pro-rated refund if members serve more than 15% of their term. Failure to pay the member placement fee requirement per member may result in removal of the member(s) from site, up to and including termination of our contract.
2. Non-governmental organizations: Submit to WSC proof of current liability coverage or a rider, listing WSC as the certificate holder, indicating a minimum of \$1,000,000 per incident, no later than July 31, 2013. If coverage expires prior to end of member's service term, submit new proof of coverage to WSC.
3. Provide transportation or mileage reimbursement to AmeriCorps member(s) to conduct service away from their established service site during service hours.
4. Be responsible for providing transportation or mileage reimbursement according to State rates to AmeriCorps member(s) as they attend the required SERVES Institute scheduled for October 28-30, 2013 in Yakima. The WSC covers the cost of provided meals and lodging expenses for the members at this event.
5. Pay for any member costs around Washington State WATCH background checks. WSC will provide a one-time fee per enrolled member for using required channeler (FieldPrint) for FBI background check. Any cancellations or changes to FieldPrint appointments with less than 24 hours notice will require that the site reimburses WSC for Fieldprint cancellation/change fees. If checks are completed incorrectly with misspelling of the member(s) names, site will be responsible for costs incurred to redo those checks to meet compliance requirements where the name matches the member(s) U.S. Government issued ID. Invoices sent to sponsor organizations for payments for any of these costs will be required to be paid within two weeks of the receipt of the invoice.
6. Member costs that are deemed disallowed through monitoring or audit review(s) will be the responsibility of the sponsoring organization.
7. Sponsoring organizations are only permitted to subcontract member placement with permission of WSC and must submit a copy of their agreement to WSC.

Section II - Risk Management and Compliance

1. Comply with the Assurances and Certifications (Attachment A) of the WSC Individual Placement and Special Programs, Grant Program Civil Rights and Non-Harassment Policy (Attachment B), AmeriCorps Member Service Agreement and the RFA Expectations & Agreements.
2. Comply with all WSC Policies and Procedures, including the current policies and procedures listed below, and other policies or procedures that may be developed and implemented throughout the program year:
 - Policy No. 1 AmeriCorps State Member Leave
 - Policy No. 2 Service Gear and Appearance
 - Policy No. 3 SERVES Training Institute
 - Policy No. 4 Member Grievance Policy and Procedures
 - Policy No. 5 AmeriCorps State Member Conduct
 - Policy No. 6 AmeriCorps State Member Transfer
 - Policy No. 7 AmeriCorps Member Deployment
 - Policy No. 8 Nondiscrimination on the Basis of Disability
 - Policy No. 9 Member Hours and Allowable Service Activities
 - Policy No. 10 Criminal History Background Check Requirements
 - Procedure No. PC1 Criminal History Background Check Requirements

3. Establish safety guidelines and rules that ensure the well-being of the AmeriCorps member(s) and participants
4. Ensure your organization has current Drug-Free Work Place and Non-Discrimination Policies.
5. Ensure that AmeriCorps member(s) provides direct service in accordance with the position description. Ensure any changes to duties are updated on the member position description form and immediately sent to WSC. In the event administrative duties are necessary to reach the member's service goals, such duties will be allowed. However, administrative duties that support general organizational goals are not allowed.
6. Ensure that service activities do not duplicate routine functions of, or displace, paid employees. Service activities must expand or enhance the organization's impact.
7. Ensure accuracy of member's service. Accurate records should include hours served as service hours, training hours, and fundraising hours. No hours can be granted for service or training out-of-state without prior WSC approval.
8. Ensure that members do not participate in out-of-country trainings or other activities which are not allowable under CNCS regulations.
9. Monitor and ensure AmeriCorps member(s) service hours to determine if the member is serving an average of 40 hours a week for 10.5 months and is on track to complete the required 1700 service hours. Communicate to members that they must be available to serve the hours needed by the project including weekend and evening service activities.
10. Mail original, signed member timesheets to WSC within seven days following the end of the month.
11. Ensure AmeriCorps member(s) wear AmeriCorps gear and/or identifiers while serving as outlined in WSC Policy #2 Service Gear and Appearance.
12. Require and retain member's proof of valid driver's license and current proof of vehicle insurance, if the member is reimbursed for use of a personal vehicle in the performance of their service duties.
13. Participate in the on-site monitoring/audit process by a WSC Program Coordinator or an authorized representative, allowing access to member or program files, documents and materials.
14. Host scheduled programmatic visits as requested by WSC Program Coordinator.
15. Maintain the following documents separately and securely from the member personnel file:
 - criminal history background check results
 - medical information
 - grievance documentation
16. Retain member personnel file, background check documentation, and other program-related documentation for a period of seven years after the end of the program year. The official end of the program year is the 31st of August.
17. In the event of any change to the information regarding the Legal Applicant, notify the WSC Program Coordinator within ten (10) working days.
18. Ensure that member eligibility verification is met.

Section III - Prohibited AmeriCorps Member Activities

There are certain activities, including lobbying, political, religious or advocacy activities that AmeriCorps members may not perform in the course of their duties while charging time to the AmeriCorps program, or at the request of sponsoring organization staff. Furthermore, members and staff may not engage in conduct in a manner that would associate the national service program or the Corporation for National and Community Service (CNCS) with the prohibited activities. Programs must become familiar with specific provisions described in the Corporation's formal regulation (45 C.F.R. 2520.65) and the grant provisions. The list of prohibited activities includes:

CNCS prohibited activities:

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;

3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
 - (i) A business organized for profit;
 - (ii) A labor union;
 - (iii) A partisan political organization;
 - (iv) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - (v) An organization engaged in the religious activities described in paragraph (7) of this section, unless Corporation assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services;
11. Such other activities as the Corporation may prohibit;

WSC prohibited activities:

1. Organizing a letter-writing campaign to Congress;
2. Participating in activities that pose a significant safety risk to participants;
3. Preparing any part of a grant proposal or performing other fundraising functions to help the program achieve its match requirements, or to pay the program's general operating expenses; and
4. Fundraising, unless under the following circumstances: if it provides direct support to a specific service activity, falls within the program's approved objectives, is not the primary activity of the program, and does not exceed 10% of the total hours served for any member.

AmeriCorps members, like other private citizens, may participate in the above listed activities on their own time, at their own expense, and on their own initiative. However, the AmeriCorps logo must not be worn while doing so.

Federal funding for AmeriCorps members is approved with the understanding that member service is directly supporting AmeriCorps objectives. Contrary circumstances could lead to removal of AmeriCorps member(s) from the site.

Section IV - Recruitment and Enrollment of AmeriCorps Member(s)

1. Conduct AmeriCorps member(s) recruitment, interviews, and selection.
2. Comply with WSC criminal history background check requirements as identified, but not limited to, Policy #10, Procedure #PC1, and the Guide to Criminal Background Checks. AmeriCorps members must pass criminal history background checks prior to their start date and cannot be listed on the National Sex Offender Registry. Comply with other criminal background check requirements that may be developed and required throughout the program year to maintain CNCS compliance.

3. Submit completed AmeriCorps member enrollment packet, to include all completed items on checklist, to WSC at least two weeks prior to the member's start date, per dates established by WSC.

Section V - Support and Supervision of AmeriCorps Member(s)

1. Identify a staff person from the organization to supervise the AmeriCorps member(s) on site. Designate an alternate supervisor. If the member serves off site, designate off-site supervisor.
2. Supervisors identified as "covered positions" are required to complete the same criminal history background checks as members and cannot be listed on the National Sex Offender Registry.
3. Comply with other criminal background check requirements that may be developed and required throughout the program year and provide original documents to the WSC to maintain.
4. Identify a staff person from the organization to be the project supervisor and key contact for WSC.
5. In the event of a change in supervisor level, notify WSC Program Coordinator within ten (10) working days.
6. Orient AmeriCorps member(s) to AmeriCorps; your site; the community; and the service they will provide.
7. Inform AmeriCorps member(s) about your organization's rules of conduct and appropriate behavior, including procedures for communicating service hours and absences. Provide member(s) with policy manuals and/or handbooks, and include your organizational chart.
8. Introduce AmeriCorps member(s) to other organization staff and include member(s) in appropriate organization functions.
9. Provide appropriate tools and equipment for the AmeriCorps member(s) to perform service and to communicate with WSC. Tools and equipment may include, but are not limited to work space, computer with internet and agency e-mail, phone and fax access.
10. Increase community awareness of the service the member(s) provides and prominently display AmeriCorps logo at service site(s).
11. Recognize and support distinct roles and responsibilities of the AmeriCorps member(s) as outlined in the member's position description.
12. Provide oversight on the AmeriCorps member's progress and skill development, including member's participation in required site and WSC training.
13. Ensure member(s) participation in days of national service including, but not limited to, Martin Luther King Jr. Day of Service and AmeriCorps Week.
14. Communicate immediately with WSC program coordinator regarding AmeriCorps member(s) performance issues or other program concerns.
15. Document AmeriCorps member performance/personnel issues in writing, including actions taken toward resolution.
16. Follow AmeriCorps member discipline procedures as outlined in the Member Service Agreement.
17. Consult with WSC program coordinator prior to taking action to remove or transfer a AmeriCorps member.
18. Use retention strategies to ensure member(s) successfully completes his/her full term of service.

Section VI - Performance Objectives and Reporting

1. Collaborate with WSC and the AmeriCorps member(s) to develop a well-defined project that has clear goals and objectives in accordance with the AmeriCorps member's position description and the Request for Application. Any adjustments or revisions need prior approval of WSC Program Coordinator.
2. Ensure performance objectives are quantifiable and demonstrate the impact of the AmeriCorps member's service in one of the focus areas, as defined in application and negotiated in writing with WSC. Example of quantifiable outcomes: 100 adults will receive

financial literacy training, 80% will complete the training, and of those that complete the training, 75% will increase their knowledge of financial literacy.

3. Implement data tracking systems to monitor progress on the performance objectives defined in the Request for Application and the AmeriCorps member's position description.
4. Submit quarterly progress reports, or as requested by WSC, on outcomes for each performance objective defined in the Request for Application and the AmeriCorps member's position description.
5. Support the AmeriCorps member(s) in reaching the performance goals for volunteer recruitment and training. Track and report on goals for total number of unduplicated community volunteers, hours to be served by volunteers, number of baby boomer volunteers, number of veteran and military family volunteers, and effective volunteer management strategies.
6. Retain securely data collection documentation such as attendance rosters, pre/post test results and other reports related to performance for seven years after the end of the program year.
7. Update member position descriptions as necessary and submit signed originals to the Washington Service Corps. A change in supervisor, schedule, or duties requires an amended position description sent in to WSC for approval.
8. Submit original, signed performance evaluations of the AmeriCorps member twice during the service term (January 31 and June 30) using forms provided by the Washington Service Corps on its website. If a member terminates service prior to the second performance evaluation due date, a final evaluation will be required to document whether the member performed service satisfactorily.
9. Notify WSC of impending scheduled events or activities that may warrant media support. Follow WSC guidance for media relations and interactions including releases for all pictures.
10. Ensure that members submit at least one "Story of Service" per quarter. Report AmeriCorps-sponsored activities and events in which stakeholders, legislators or other elected officials are invited to be educated in the effectiveness of the AmeriCorps program.
11. Submit copies of written or electronic articles that highlight AmeriCorps member(s) and/or AmeriCorps projects.
12. Provide, as requested by WSC, additional performance- and programmatic-related information as may be needed throughout the program year.

Section VII - Career Development/Training

1. Ensure AmeriCorps member site supervisor or project supervisor attend one of the WSC orientations scheduled in July or August 2013.
2. Provide adequate training to AmeriCorps member(s) to ensure member(s) is prepared for the roles and responsibilities of the project.
3. Provide AmeriCorps member(s) a minimum of two site-specific trainings related to the service position. Not more than 20% of AmeriCorps members' total service hours may be spent in training. Training received by AmeriCorps member(s) during orientation do not count toward the site-specific training.
4. Submit all requests for out-of-state training for the member to the WSC program coordinator prior to the event, for approval.
5. Support AmeriCorps member(s) in attending WSC training and career development opportunities. Release AmeriCorps member(s) to attend mandatory training events, service projects, and other WSC events including WSC sponsored overnight SERVES Training Institute to be held October 28-30, 2013 in Yakima, Washington.
6. Ensure that the member(s) receives training related to the core training requirements during their term of service. Many of these are offered at SERVES; however, they may not all be available. Sites are responsible for ensuring members meet all core training requirements.
7. Support AmeriCorps member(s) in updating and submitting the Member Training Plan to WSC quarterly.
8. Release AmeriCorps member(s) from regular service to respond to disasters in accordance with WSC Policy #7 Member Deployment.

Section VIII - Sustainability

1. The AmeriCorps project must support the long-term goals of the organization and the organization must be committed to the project.
2. The project must be designed to yield results beyond the AmeriCorps member's term of service.
3. The AmeriCorps member's position is to enhance or expand an organization's service, not to maintain existing programs or replace staff.

Section IX – Use and Disclosure of Information

The sponsoring organization shall use any private and confidential information provided under this MOU solely for the purpose for which the information was disclosed. The sponsoring organization shall not misuse any private and confidential information under this MOU. The sponsoring organization shall not disclose any private or confidential information unless the disclosure is authorized by law. The misuse or unauthorized release of private and confidential information shall subject sponsoring organization, its employees or agents to a civil penalty of Five Thousand dollars (\$5,000) and other applicable sanctions under state and federal law.

Section X – Responsibilities

Responsibilities of Washington Service Corps

1. Provide program orientation for all AmeriCorps members and supervisors.
2. Provide on-going technical support to AmeriCorps member and supervisors by telephone and/or e-mail, and on-site visits as arranged.
3. Communicate expectations and procedures about AmeriCorps member service and performance.
4. Conduct on-site monitoring reviews and issue reports that list findings, concerns and observations. Provide technical assistance to the organization and AmeriCorps member(s) to complete corrective action.
5. Process timesheets for each AmeriCorps member(s) and maintain the original member file.
6. Process AmeriCorps member stipend for payment on the 10th and the 25th of each month.
7. Provide State Industrial Insurance coverage for the AmeriCorps member(s).
8. Provide Medical Insurance coverage for the AmeriCorps member(s) who do not already have coverage.
9. Provide sponsoring organizations with AmeriCorps posters to post in a prominent location.
10. Provide AmeriCorps member(s) with AmeriCorps gear and lapel pin.
11. Provide AmeriCorps member(s) training and development opportunities at the SERVES Training Institute. Cover the cost of meals and lodging expenses required for attendance at SERVES.

Responsibilities of AmeriCorps Member

Comply with the AmeriCorps Member Service Agreement.

Special Conditions

1. Failure to comply with the Responsibilities of the Sponsoring Organization sections within this MOU may result in termination of this MOU and removal of the AmeriCorps member(s) from the site.
2. The WSC retains the authority to review and approve or disapprove all subcontracts. For any proposed subcontractor the sponsoring organization shall:
 - a. Be responsible for subcontractor compliance with this MOU and attachments thereto.
 - b. Ensure that the subcontractor follows the WSC reporting formats and procedures as specified by the WSC.

This Memorandum of Understanding clarifies the focus and intent of the joint working relationship of mutual support, cooperation and coordination between the sponsoring organization and the Washington Service Corps AmeriCorps program. By signing below you agree to perform all actions and support all intentions of this Memorandum of Understanding.

Legal Applicant: Lisa Ayers
(as identified on agency's Organizational Chart)

Signature: _____ Date: 05/28/2013
Legal Applicant signature

Washington Service Corps:

Signature: _____ Date: _____
Debbie Aoki, Director

or

Signature: _____ Date: _____
Eric Kindvall, Director of Programs & Operations

***The original signed Memorandum of Understanding will be filed at Employment Security Department.
We recommend you keep a copy for your records, until a fully-executed copy is returned to you.***

Assurances and Certifications**ASSURANCES**

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that the applicant:

- Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
- Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will establish safeguards to prohibit employees from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the National and Community Service Act of 1990, as amended; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C 276a and 276a-77), the Copeland Act (40 U.S.C 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for Federally assisted construction sub-agreements.
- Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires the recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. 469a-l et seq.).
- Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, application guidelines, and policies governing this program.

CERTIFICATIONS

Certification – Debarment, Suspension, and Other Responsibility Matters

This certification is required by the government-wide regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180, Section 180.335, *What information must I provide before entering into a covered transaction with a Federal agency?*

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that neither the applicant nor its principals:

- Is presently excluded or disqualified;
- Has been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
- Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses listed in § 180.800(a); or
- Has had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

Certification – Drug Free Workplace

This certification is required by the Corporation's regulations implementing sections 5150-5160 of the Drug-Free Workplace Act of 1988 (P.L. 100-690), 45 CFR Part 2545, Subpart B. The regulations require certification by grantees, prior to award, that they will make a good faith effort, on a continuing basis, to maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment (see 2 CFR Part 180, Subparts G and H).

As the duly authorized representative of the grantee, I certify, to the best of my knowledge and belief, that the grantee will provide a drug-free workplace by:

- A. Publishing a drug-free workplace statement that:
 - a. Notifies employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace;
 - b. Specifies the actions that the grantee will take against employees for violating that prohibition; and
 - c. Informs employees that, as a condition of employment under any award, each employee will abide by the terms of the statement and notify the grantee in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace within five days of the conviction;
- B. Requiring that a copy of the statement described in paragraph (A) be given to each employee who will be engaged in the performance of any Federal award;
- C. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that the grantee may impose upon them for drug abuse violations occurring in the workplace;
- D. Providing us, as well as any other Federal agency on whose award the convicted employee was working, with written notification within 10 calendar days of learning that an employee has been convicted of a drug violation in the workplace;
- E. Taking one of the following actions within 30 calendar days of learning that an employee has been convicted of a drug violation in the workplace:

- a. Taking appropriate personnel action against the employee, up to and including termination; or
 - b. Requiring that the employee participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A) through (E).

Certification - Lobbying Activities

As required by Section 1352, Title 31 of the U.S. Code, as the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, 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 in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement;
- 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 contract, grant, loan, or cooperative agreement, the applicant will submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- The applicant will require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

Erroneous certification or assurance

The assurances and certifications are material representations of fact upon which we rely in determining whether to enter into this transaction. If we later determine that you knowingly submitted an erroneous certification or assurance, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

Notice of error in certification or assurance

You must provide immediate written notice to us if at any time you learn that a certification or assurance was erroneous when submitted or has become erroneous because of changed circumstances.

Definitions

The terms "debarment", "suspension", "excluded", "disqualified", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded" as used in this document have the meanings set out in 2 CFR Part 180, subpart I, "Definitions." A transaction shall be considered a "covered transaction" if it meets the definition in 2 CFR part 180 subpart B, "Covered Transactions."

Assurance requirement for subgrant agreements

You agree by submitting this proposal that if we approve your application you 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 us.

Assurance inclusion in subgrant agreements

You agree by submitting this proposal that you will obtain an assurance from prospective participants in all lower tier covered transactions and in all solicitations for lower tier covered transactions that the participants are not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction.

Assurance of subgrant principals

You may rely upon an assurance of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless you know that the assurance is erroneous. You may decide the method and frequency by which you determine the eligibility of your principals. You may, but are not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

Non-assurance in subgrant agreements

If you knowingly enter into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

Prudent person standard

Nothing contained in the aforementioned may be construed to require establishment of a system of records in order to render in good faith the assurances and certifications required. Your knowledge and information is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

ASSURANCES AND CERTIFICATIONS

By signing below you certify:

1. that you agree to perform all actions and support all intentions in the Assurances Section; and,
2. that you agree to perform all actions and support all intentions in the Certification Sections of this application. The three Certifications include:
 - Certification: Debarment, Suspension and Other Responsibility Matters
 - Certification: Drug-Free Workplace
 - Certification: Lobbying Activities

Sponsoring Organization Name: Pacific County Emergency Management

Legal Applicant: Lisa Ayers
(as identified on agency's Organizational Chart)

Signature: _____
Legal Applicant signature

Date: 05/28/2013



1201 New York Avenue, NW
Washington, DC 20525
202-606-5000
NationalService.gov

Grant Program Civil Rights and Non-Harassment Policy

The Corporation for National and Community Service (CNCS) has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from CNCS, must be free from all forms of harassment. Whether in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when it has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate.

CNCS does not tolerate harassment by anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.

I expect supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, to immediately take swift and appropriate action. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any CNCS employee who violates this policy will be subject to discipline, up to and including termination, and any grantee that permits harassment in violation of this policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of Federal financial assistance from CNCS and all other Federal agencies.

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI. If another procedure is used, it does not affect the 45-day time limit. OCRI may be reached at (202) 606-7503 (voice), (202) 606-3472 (TTY), eo@cns.gov, or through www.nationalservice.gov.

5/15/2012

Date


Wendy Spence, Chief Executive Officer

DISASTER SERVICES | ECONOMIC OPPORTUNITY | EDUCATION | ENVIRONMENTAL STEWARDSHIP | HEALTHY FUTURES | VETERANS AND MILITARY FAMILIES

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