

RESOLUTION NO. 3863

A RESOLUTION ACCEPTING A HAZARD MITIGATION GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE ALBANY WATER SUPPLY CANAL EARLY FLOOD WARNING SYSTEM.

WHEREAS, the Federal Emergency Management Agency via the Oregon State Police, Office of Oregon Emergency Management, has offered the City of Albany a grant in the amount of \$52,500 for installation of a water supply canal, electronic water-level-gauging system; and

WHEREAS, the City has offered to accept the grant to install the canal gauging system; and

WHEREAS, installation of the gauging network will improve canal water-level monitoring thus improving the City's ability to develop flood mitigating operational strategies and physical improvements planning.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby accept the Hazard Mitigation Grant for the Albany Water Supply Canal Early Flood Warning project .

BE IT FURTHER RESOLVED that the following account numbers shall be applied to the grant:

		<u>Debit</u>	<u>Credit</u>
Resources:			
FEMA Grant	05-114-45084		\$52,500
Requirements:			
Fixed Assets	05-114-71016	\$52,500	

DATED THIS 8TH DAY OF OCTOBER 1997.


Mayor

ATTEST:


City Recorder

**STATE OF OREGON
OREGON STATE POLICE
OFFICE OF EMERGENCY MANAGEMENT**

HAZARD MITIGATION GRANT PROGRAM CONTRACT 1099-DR-OR

1.0 PARTIES TO THIS AGREEMENT

This Agreement is made and entered into by and between the Oregon State Police, Office of Emergency Management, hereinafter referred to as "Grantee" and the City of Albany, hereinafter referred to as the "Subgrantee".

WHEREAS, the Grantee is authorized by the 1996 FEMA-State Agreement for the February 1996 Flood Event (DR-1099-OR) to execute on behalf of the State of Oregon all necessary documents for the Hazard Mitigation Grant Program, including approval of sub-grants and certification of claims;

THEREFORE, both parties mutually agree to the following:

2.0 PURPOSE

Federal funding is provided by the Federal Emergency Management Agency (FEMA) and is administered by the Grantee. Under the authority of Presidential Major Disaster Declaration FEMA 1099-DR-OR, the Grantee is reimbursing the Subgrantee for those eligible costs and activities necessary for the implementation of the Hazard Mitigation Project entitled **Albany Water Supply Canal Early Flood Warning Project** dated **November 1, 1996** and described in the application materials submitted to Grantee as the work to be performed, hereinafter referred to as the "project".

3.0 TIME OF PERFORMANCE

Activities payable under this Agreement and to be performed by the Subgrantee under this Agreement shall be those activities which occurred starting November 1, 1996 and shall terminate upon completion of the project approved by federal and state officials, including completion of close out and audit. This period shall be referred to as the "Agreement Period."

In the event of extenuating circumstances, the Grantee may, at its sole discretion, grant a time extension to the approved project. Such requests shall be submitted by the Subgrantee in writing with an explanation of the extenuating circumstances.

4.0 CLOSE-OUT

It shall be the responsibility of the Grantee to issue close-out instructions to the Subgrantee upon completion of the project.

5.0 FUNDING

The total estimated cost of the project for the purpose of this Grant Agreement is **\$70,000**.

This estimated cost may be amended by up to ten percent (10%) upon completion of project engineering and prior to start of work to reflect actual costs. That amended cost shall then be the total project cost for the purposes of this contract. The Subgrantee shall notify Grantee if they elect to calculate costs according to this paragraph, in which event, the Grantee reserves the right to approve the costs and/or terminate this agreement after revised costs are submitted. Engineering costs under this paragraph shall not exceed ten percent (10%) of the initial estimated cost.

The Grantee will administer the Hazard Mitigation Grant Program and reimburse any eligible costs for the project to the Subgrantee which are identified in the documentation provided by the Subgrantee and approved by the Grantee and FEMA.

The parties understand that the Federal Emergency Management Agency will contribute seventy-five percent (75%) of the eligible costs for any eligible project and also will contribute an administrative allowance, as provided for in subparagraph 4 of Section 6.0 of this Agreement, and that no state funds are obligated for contribution under this Agreement.

The Subgrantee will commit the required twenty-five percent (25%) match to any eligible project.

Subgrantee understands that the Grantee has established a financial limitation for the obligation of federal funds per project for the Hazard Mitigation Grant Program DR-1099. The limit established for maximum project obligation of federal funds is **\$52,500**.

6.0 PAYMENTS

The Grantee, using funds granted for the purposes of the Hazard Mitigation Grant Program from FEMA, shall issue payments to the Subgrantee as follows:

1. Small project (less than \$44,800) payments: Payments are made for all small projects to the Subgrantee upon submission and approval of a State of Oregon Hazard Mitigation Program Payment Request to the Grantee.

2. Large Projects (greater than \$44,800) partial payments: Partial payment of funds for costs already incurred on large projects may be made to the Subgrantee upon submission and approval of a State of Oregon Hazard Mitigation Program Payment Request, with appropriate supporting documentation, from the Subgrantee to the Grantee.

3. Final Payment: Final payment will be made upon submission by the Subgrantee of a Hazard Mitigation Plan as required in the Oregon Hazard Mitigation Program Administrative Plan for DR-1099, completion of project, completion of all final inspections by the Grantee, and final approval by FEMA. Final payment will also be conditioned upon a financial review by the Grantee or FEMA. Adjustments to the final payment may be made following any audits conducted by the Oregon Secretary of State's Audits Division, or the United States Inspector General's Office.

4. The Subgrantee is eligible to receive federal administrative monies, upon completion and closure of the project, for the costs of requesting, obtaining, and administering the Hazard Mitigation Program grant(s) based upon the following percentages of total net eligible costs.

For the first \$100,000 of eligible costs, three percent of such costs;
For the next \$900,000, two percent of such costs;
For the next \$4,000,000, one percent of such costs.

5. All payment requests shall be made on a State of Oregon Hazard Mitigation Program Payment Request Form to the Grantee, which references the appropriate Hazard Mitigation Project Number, FEMA Project # and FIPS #, and appropriate documentation as required.

6. Funding shall not exceed the total federal contributions available for the approved hazard mitigation project costs under the Hazard Mitigation Grant Program FEMA-1099-DR-OR.

7. Grantee reserves the right to make any inspection prior to release of any payment or at any time during the duration of this agreement.

7.0 COST OVERRUNS

Cost overruns are the responsibility of the Subgrantee and will be borne by the Subgrantee.

8.0 RECORDS MAINTENANCE

The Subgrantee shall maintain books, records, documents, and other evidence including accounting procedures and practices which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by Grantee personnel, other personnel duly authorized by the Grantee, the Secretary of State's Audits Division or the United States Inspector General. The Subgrantee will retain all books, records, documents, and other material relevant to this Agreement for three years after date of final payment, or an extended period as established by FEMA in 44 CFR § 13.42.

Subgrantee will photo document pre-construction, construction and completed conditions of the project and make such documents a part of its records.

9.0 AUDITS

Audits shall be in accordance with the Single Audit Act of 1984 and as amended. The Subgrantee is to procure audit services based on the following guideline:

Subgrantee receiving \$300,000 or more in a fiscal year in total federal funds shall have a Single Audit made in accordance with OMB Circular A-128.

As applicable, the Subgrantee must ensure the audit is performed in accordance with Generally Accepted Accounting Principles; Government Auditing Standards developed by the Comptroller General, dated July 1988; the OMB Compliance Supplement for Single Audits of State and Local Governments; and all state and federal laws and regulations governing the program.

The Subgrantee must prepare a Schedule of Financial Assistance for federal funds that includes: Grantor name, program name, federal catalog number CFDA-83-516, grantor agreement number, total award amount, beginning balance, current year revenues, current year expenditures and ending balance.

The Subgrantee shall maintain records and accounts in such a way as to facilitate the Grantee's audit requirements, and ensure that contractors also maintain records which are auditable. The Subgrantee is responsible for any audit exceptions incurred by its own organization or that of its contractors. The Grantee reserves the right to recover from the Subgrantee disallowed costs resulting from the final audit.

The Subgrantee is responsible for sending the audit report to the Grantee's Project Administrator when requested. Responses to previous management findings and disallowed or questioned costs shall be included with the audit report. The Subgrantee will respond to the Grantee's requests for information or corrective action concerning audit issues within 30 days of the request.

The Subgrantee shall include these requirements in any subcontracts.

10.0 RECOVERY OF FUNDS

In the event that the Subgrantee fails to complete the project(s), fails to expend or is over paid federal funds in accordance with federal or state Hazard Mitigation Program laws or programs, or is found by audit or investigation to be owing to the Grantee, the Grantee reserves the right to recapture funds in accordance with federal or state laws and requirements. Repayment by the Subgrantee of agreement funds under this recovery provision shall occur within 30 days of demand. In the event that the Grantee is required to institute legal proceedings to enforce this recovery provision, the Grantee shall be entitled to its costs thereof, including reasonable attorney fees.

11.0 CONFLICT OF INTEREST

The Subgrantee will prohibit any employee, governing body, contractor, subcontractor or organization from participating if the employee or entity has an actual or potential conflict of interest that a public official would have under ORS Chapter 244.

12.0 POLITICAL ACTIVITY

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

13.0 ASSIGNMENT

This Agreement, and any claim arising under this Agreement, may not be assigned or delegated by the Subgrantee either in whole or in part.

14.0 SUBCONTRACTS FOR ENGINEERING SERVICES

In the event that the Subgrantee subcontracts for engineering services, the Subgrantee shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm's contract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with the Subgrantee for the benefit of the Subgrantee of not less than the amount of its subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that cancellation or lapse of the bond or insurance during the term of the subcontract shall constitute a material breach of the subcontract and cause for subcontract termination. The Subgrantee shall cause the subcontractor to provide it with a thirty (30) day notice of cancellation issued by the insurance company.

15.0 TERMS AND CONDITIONS

This Agreement contains these terms and conditions agreed to by the Grantee and the Subgrantee. Any additional terms and conditions imposed by the Federal Emergency Management Agency or the Grantee will be incorporated into an amendment. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind the parties. Failure to agree to FEMA imposed requirements shall be cause for termination. 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.

16.0 APPEALS

Consistent with the Code of Federal Regulations, 44 CFR Chapter 1, § 206.440, the Subgrantee may appeal any determination previously made related to the federal assistance for the Subgrantee.

17.0 GOVERNING LAW AND VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Oregon. Venue of any suit between the parties arising out of this Agreement shall be in the Circuit Court of Oregon for Marion County.

18.0 TERMINATION

If inspections and review of Subgrantee support documentation reveal noncompliance in performance of the work and/or documentation of the work, the Subgrantee will be required to correct deficiencies or variances before program closure.

If corrective actions required do not resolve variances from the approved project, the Grantee will notify the Subgrantee of such. The Grantee may then make the determination that the Subgrantee variances constitutes noncompliance or nonconformance to the Hazard Mitigation Grant Program and/or conditions. In the event of such determination, the Grantee will notify the Subgrantee of such action and recover obligated funds from the Subgrantee or take other actions as specified under 44 CFR §13.43 Enforcement or §13.44 Termination for Convenience.

Subgrantee may terminate this contract with thirty (30) days notice and the return of all federal funds paid to Subgrantee for the project.

The Grantee may unilaterally terminate all or part of this Agreement or may reduce its scope of work if there is:

1. A reduction in federal funds which are the basis for this Agreement, and/or
2. A material misrepresentation, error or inaccuracy in Subgrantee's application.

19.0 SAVINGS

Subgrantee shall apply any savings, rebates and reductions in cost to reduce the overall cost of the project

20.0 WAIVERS

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

21.0 INDEMNIFICATION

To the extent permitted by each party's constitutional and statutory limitations, including, but not limited to, provisions relating to debt limits, tort claims limits and workers' compensation, the Subgrantee shall indemnify, defend, save and hold harmless the United States and its agencies, officers, employees, agents and members, and the State of Oregon and its agencies, officers, employees, agents and members, from and against all claims, damages, losses, expenses, suits or actions of any nature arising out of or resulting from the activities of Subgrantee, its agencies, officers, employees, agents, members, contractors or subcontractors under this Agreement.

22.0 SUBGRANTEE ASSURANCES

Subgrantee assures Grantee that the project will adhere to all applicable federal and state laws, executive orders, regulations and policy.

23.0 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Grantee makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the Subgrantee.

24.0 ACKNOWLEDGMENTS

The Subgrantee shall include language which acknowledges the funding contribution of the Federal Emergency Management Agency (FEMA) to this project in any information release or other publication developed or modified for, or referring to the project.

25.0 INSURANCE

The Subgrantee will comply with the insurance requirements of Public Law 93-288, as amended, and obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired or constructed with this assistance.

26.0 SEVERABILITY

In the event any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

27.0 ORDER OF PRECEDENCE

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

- none.

28.0 AGREEMENT ADMINISTRATION

Subgrantee's Authorized Agent shall be **Chuck McLaran, Mayor**.

The Grantee's representative shall be the Governor's Authorized Representative or alternate.

29.0 ACQUISITION ADDENDUM

In the event that the subgrantee's Hazard Mitigation project involves the acquisition of real property, subgrantee acknowledges receipt of an acquisition addendum and agreement to the conditions and requirements contained therein.

30.0 ENTIRE AGREEMENT

This Agreement sets forth the entire Agreement between the parties with respect to the subject matter hereof. Commitments, warranties, representations and understandings or agreements not contained, or referred to, in this Agreement or written amendment hereto shall not be binding on either party. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this Agreement will be effective without the written consent of both parties.

IN WITNESS WHEREOF, the Grantee and the Subgrantee have executed this Agreement as of the date and year written below.

Governor's Authorized Representative
Oregon State Police
Office of Emergency Management

Authorized Agent Signature - Subgrantee
Printed Name: **Chuck McLaran**
Title: **Mayor**

DATE: _____

DATE: _____

Oregon Emergency Management
595 Cottage St NE
Salem, OR 97310

Subgrantee - PLEASE PRINT THE
FOLLOWING TO EXPEDITE
PROCESSING:

Federal Tax ID No. (TIN):

CFDA:83-516

Organization:

Address:

Phone:

APPLICATION FOR FEDERAL ASSISTANCE

OMB Approval No. 0348-0043

1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	2. DATE SUBMITTED	Applicant Identifier 043-01000
	3. DATE RECEIVED BY STATE 1 1 0 1 9 6	State Application Identifier 043-80004
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier 1099-0003

5. APPLICANT INFORMATION

Legal Name:	Organizational Unit:
Address (give city, county, state, and zip code):	Name and telephone number of person to be contacted on matters involving this application (give area code):

6. EMPLOYER IDENTIFICATION NUMBER (EIN):
 -

8. TYPE OF APPLICATION:
 New Continuation Revision

If Revision, enter appropriate letter(s) in box(es)

A. Increase Award B. Decrease Award C. Increase Duration
 D. Decrease Duration Other (specify):

7. TYPE OF APPLICANT: (enter appropriate letter in box)

A. State	H. Independent School Dist.
B. County	I. State Controlled Institution of Higher Learning
C. Municipal	J. Private University
D. Township	K. Indian Tribe
E. Interstate	L. Individual
F. Intermunicipal	M. Profit Organization
G. Special District	N. Other (Specify) _____

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:
 TITLE: **Hazard Mitigation Grant Program** -

12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):

9. NAME OF FEDERAL AGENCY:

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:

13. PROPOSED PROJECT:

Start Date	Ending Date

14. CONGRESSIONAL DISTRICTS OF:

a. Applicant	b. Project

15. ESTIMATED FUNDING:

a. Federal	\$.00
b. Applicant	\$.00
c. State	\$.00
d. Local	\$.00
e. Other	\$.00
f. Program Income	\$.00
g. TOTAL	\$.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:
 DATE: _____

b. NO. PROGRAM IS NOT COVERED BY E.O. 12372
 OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Type Name of Authorized Representative	b. Title	c. Telephone Number
d. Signature of Authorized Representative		e. Date Signed

FEDERAL EMERGENCY MANAGEMENT AGENCY
SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS

O.M.B. No. 3067-0206
Expires June 30, 1998

FOR
FY 99 _____

CA FOR (Name of State)

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

An applicant must check each item that they are certifying to:

- Part I FEMA Form 20-16A Assurances-Nonconstruction Programs
- Part II FEMA Form 20-16B Assurances-Construction Programs
- Part III FEMA Form 20-16C Certification Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Part IV SF LLL Disclosure of Lobbying Activities (If applicable)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

Typed Name of Authorized Representative

Title

Signature of Authorized Representative

Date Signed

NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees 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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

Paperwork Burden Disclosure Notice

"Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and maintaining the data needed, and completing and submitting the form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington DC 20472."

FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSURANCES-NON-CONSTRUCTION PROGRAMS

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4727-4763) 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 C.F.R. 900, Subpart F).
6. 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 IV of the Education Amendments of 1972, as amended (20 U.S.C. Sections 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. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 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. 290-dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title 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 interest in real property acquired for project purposes regardless of Federal participation in purchase.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 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.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable with flood insurance purchase requirements of Section 102a of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires 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.

FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSURANCES-CONSTRUCTION PROGRAMS

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a paper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 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 C.F.R. 900-subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4801-et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. 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 bases of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 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. Section 794) which prohibits discrimination on the basis of; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-61-7) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination 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. 290 dd-3 and 290 ee-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. Section et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made, and (j) the requirements on any other non-discrimination Statute(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employment activities are funded in whole or in part with Federal funds.

FEDERAL EMERGENCY MANAGEMENT AGENCY
CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying" and 28 CFR Part 17, "Government-wide Debarment and Suspension (*Nonprocurement*) and Government-wide Requirements for Drug-Free Workplace (*Grants*)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, 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 other funds 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 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 subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Standard Form-LLL "Disclosure of Lobbying Activities" attached.
(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A.

The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) 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 this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17 Sections 17.615 and 17.620-

A. The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about-

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0148-0044

Reporting Entity: _____ Page _____ of _____

NOTIFICATION TO SUBGRANTEES

HAZARD MITIGATION GRANT PROGRAM FEMA-1099-DR-OR

Section	Description
1	Time Extensions
2	Inspections
3	Audits
4	Reporting Procedures
5	Appeals Process
6	Cost Over-runs

Terminology:

Grantor: **Level:** Federal
 Agency: Federal Emergency Management Agency
 Individuals: Regional Director
 Federal Hazard Mitigation Officer

Grantee: **Level:** State
 Agency: Governor's Office of Emergency Services
 Individuals: Governor's Authorized Representative
 State Hazard Mitigation Officer

Subgrantee: **Level:** Local Jurisdiction, State Agency or Private
 Non-Profit Organization

1. Time Extensions

Time extensions up to twelve months for project completion may be granted by the Grantee, upon written request. Requests must detail the circumstances requiring an extension and indicate a projected completion date.

Requests for time extensions beyond the authority of the Grantee will be submitted to the Regional Director (FEMA, Region X) for approval and must include:

- * the dates and provisions of all previous extensions on the project; and
- * a detailed explanation for the delay and a projected completion date.

Following the Regional Director's review and determination, the Grantee will be notified in writing of the time extension request. The Grantee, in turn, shall notify the subgrantee of FEMA's determination.

If the extension is denied, the subgrantee can submit a second request to be considered by the FEMA National Office. If the second time extension request is denied, upon completion of the project, the subgrantee will be authorized expenditures for eligible project costs incurred prior to the latest approved completion date only. No federal funding will be provided for any project which is not completed.

2. Inspections

The Grantee reserves the right to inspect all projects for compliance. If inspections and review of subgrantee support documentation reveal problems in performance of work and/or the documentation of such work, the Grantee shall require the subgrantee to correct the deficiencies before project closeout.

3. Audits

Audits of subgrantees receiving federal grants will be conducted in conformance with the requirements of the Single Audit Act of 1984 (PL 98-502) and OMB Circulars A-110 and A-128, as well as related FEMA regulations and instructions.

In each case where the subgrantee is provided \$300,000 or more funds in the fiscal year, the Grantee will:

- * determine whether the subgrantee spent HMGP funds in accordance with the Act, 44 CFR, part 14, and 44 CFR 206.207. This may be

accomplished by reviewing the audit performed under the Single Audit Act or through other means (e.g. program reviews) if the subgrantee has not yet had such an audit;

- * ensure that appropriate corrective action is taken within six (6) months after receipt of the single audit report in instances of non-compliance; and,
- * provide copies of the audit performed under the Single Audit Act to the FEMA Inspector General.

4. Report Procedures

Progress Reports

Subgrantees are required to submit progress reports to the Grantee on a quarterly basis until project closeout. Quarterly reports will not be required of projects with a duration of less than three months. A single report for such short-term projects will satisfy reporting requirements.

The first quarterly report is due to the Grantee three months following the project initiation. Quarterly reports will thereafter be numbered consecutively (e.g. 24 month project is required to submit 8 quarterly reports).

Reports shall include, at a minimum:

- a. the status and completion dates for each project funded, including any problem or circumstances affecting the completion dates, scope of work, or project costs which are expected to result in noncompliance with the approved grant conditions;
- b. a description of milestones completed in accordance with schedule provided in the grant application. The milestones declared in the subgrantee's application will be applied as a standard of the project's progress.

The Grantee will review and approve subgrantee reports prior to submittal to FEMA, identifying projects requiring special attention or inspection. The Governor's Authorized Representative will review and forward the reports with comments to the FEMA Regional Director.

Final Report

The subgrantee shall submit a final program report package to the Grantee when all subgrants have been closed. The package will include the following:

- * Certification that all funds have been expended in accordance with all signed assurances; and
- * A listing of all projects and final expenditures.

5. Appeals Process

Appeals will be processed in accordance with 44 CFR §206.440.

A subgrantee/applicant may appeal any determination relative to grant assistance by submitting justification in writing to the Grantee within sixty (60) days of the action being appealed. Local appeals are submitted through the Governor's Authorized Representative (GAR). Applicants must provide sufficient information to allow the GAR to determine the facts and validity of the request. All appeals will be handled through the Grantee.

The Grantee will review the appeal materials submitted, make any additional investigations necessary and forward the appeal with a written recommendation to the FEMA Regional Director (RD) within sixty (60) days.

The Regional Director shall notify the Grantee as to the disposition of the subgrantee's appeal or need for additional information within ninety (90) days following receipt of all related information and shall notify the GAR, in writing, as to a decision within ninety (90) days of receipt of all information. If the decision is to grant the appeal, the RD will take appropriate implementing action.

If the Regional Director denies the appeal, the subgrantee may submit a second appeal in writing to the GAR. The second appeal is ultimately forwarded to the Associate Director (FEMA) through the Regional Director. Such appeals shall be made in writing and shall be submitted not later than sixty (60) days after receipt of notice of the RD's denial of the first appeal.

In appeals involving highly technical issues, the Associate Director may ask an independent scientific or technical group or individual with expertise in the subject matter to review the appeal to obtain the best possible evaluation. In such cases, the ninety (90) day limit will run from the submission of the technical report.

If the Associate Director denies the appeal, the subgrantee may submit an appeal to the Director of FEMA. Such appeals shall be in writing, through the grantee and Regional Director and submitted no later than sixty (60) days after the Associate Director's denial.

The director will render an decision within ninety (90) days following the receipt of the appeal or the receipt of such additional material to make a determination on the appeal.

If the decision is to grant the appeal, the Regional Director will take appropriate implementing action. Action by the Director is final.

In rendering such determinations in those cases involving appeals of a highly technical nature referring the appeal to an independent scientific or technical body for review, the GAR must first agree to such a process, including a waiver of the ninety (90) day time limitation for appeal resolution, as well as, sharing the cost of such reviews.

6. Cost Over-Runs

Cost overruns above the approved project contract costs are the obligation of the subgrantee. Cost over-runs must be reported to the Grantee as the subgrantee becomes aware of them.

7. Hazard Mitigation Plan

The sungrantee must provide an adopted local hazard mitigation plan in order to receive final payment.

**HAZARD MITIGATION GRANT PROGRAM
FEMA-1099-DR-OR
SUBGRANTEE QUARTERLY REPORT FORM**
Report No. _____

SubgranteeName: _____
FEMA HMGP# _____ OEM HMGP# _____ FIPS No.: _____
Project Name: _____
Project Location: _____
Project Type (Check All That Apply):
 Construction Retrofit Relocation Acquisition
 Public Info URM Structural Non-Structural

WORK SCHEDULE:

Project is Proceeding
on Schedule:
Yes No

% of Project
Completed: _____

Start date: _____

Estimated
Completion: _____

COST STATUS:

Cost Unchanged

Cost Over-Estimate
\$ _____

Cost Under-Estimate
\$ _____

Comments

(Describe problems or circumstances affecting completion dates milestone scope of work, & cost. Also describe achievements successes, progress a special issues)

SIGNED BY: _____ DATE: _____

PRINT SIGNATURE: _____

ADDRESS: _____

PHONE: _____

REQUEST FOR REIMBURSEMENT OF FUNDS HAZARD MITIGATION GRANT PROGRAM (HMGP) FEMA-1099-DR-OR

TO: State of Oregon Oregon Emergency Management Recovery Services Division 595 Cottage Street NE Salem, OR 97310	FROM: FIPS #: _____ HMGP PROJECT #: _____ APPLICANT: _____ ADDRESS: _____ _____ _____
--	---

It is requested that a reimbursement of funds in the amount of \$ _____ be approved in accordance with the following conditions:

Type of Payment Requested: Partial Final

1. Funds shall be credited to a special and separate account.
2. Funds shall be used solely for the work approved in the project application.
3. Funds advanced which are in excess of the approved actual expenditures, as accepted by final audit by the State, shall be refunded promptly to the State.
4. Accounting records will be kept which adequately identify the source and application of HMGP funds and be supported by such source documentation as canceled checks, paid bills, payrolls, time and attendance records, contract and subgrant awards, etc. Support documentation of all soft match dollars, such as force account labor and use of existing inventory, shall also be included.
5. Progress reports shall be submitted to the State on a quarterly basis until project closeout. Reports will indicate the status and completion dates for each project funded as per State requirements.

Total Amount Approved in Project Application . . \$ _____
 Amount Expended to Date on Eligible Work . . . \$ _____

I certify that to the best of my knowledge and belief, the data presented above and on the attached worksheet are correct, that all outlays were made in accordance with the grant conditions and that payment is due and has not been previously requested. I further certify that I am the authorized applicant's agent, designated by the above referenced applicant to enter into this agreement for, and on behalf of, said applicant.

_____ at _____
 Authorized Applicant's Agent Date City

(For Internal Use Only)	
Maximum Allowable Reimbursement.....\$ _____ Total Amount of Prior Reimbursements.....\$ _____ AMOUNT APPROVED THIS REQUEST.....\$ _____	
Date _____ Reviewer _____ Title _____	
Date _____ Approval _____	Title _____
AREV _____ / _____	

Subgrantee's Documentation Checklist

Subgrantee:	Disaster No:
Project:	HMGP #:
FIPS No:	Date:

Please prepare the documentation indicated with a "✓" mark. Your final accounting summary *Per HMGP Scope of Work* should reflect *actual* expenditures.

Force Account Work

- Payroll Summary Segregated by:
 - Regular labor
 - Overtime labor
 - Benefits
- Productive Hourly Rate - (PHR)
- Indirect Cost Rate Proposal - (ICRP)
- Equipment - (time and rates)
- Time sheets
- Materials - (invoices/proof of payment)

Contracted Work

- Procurement procedures - (i.e. advertisement, sole source, competitive, etc...)
- Bid documents, plans, and specifications
- Summary of bids
- Contract award
- Change orders
- Proof of payment

Insurance

- Either an insurance policy or an insurance waiver letter from the Department of Insurance.

Building Permits

- Permits
- Certifications

Other Funding if Applicable - (i.e. Insurance, Federal Highways, Dept of Education, etc...)

- Identify Source: _____

Time Extension

- Please send a letter requesting a time extension for HMGP : _____

Other

abby

DATE: 08/22/97
TIME: 09:34AM

REPORT # 05
PAGE: 1

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM
OBLIGATION REPORT, SUPPLEMENT NUMBER 19
DISASTER NO.: 1099

OBLIGATION DATE: 08/22/97	AMOUNT ELIGIBLE 100 %	AMOUNT OBLIGATED (FED. SHARE)	SUBGR ADMIN COST
FIPS CODE APPLICANT NAME =====	=====	=====	=====
003-01000 ALBANY	70,000	52,500	2,100

DISASTER NO.: 1099
 FIPS CODE: 000-00005
 SUPPLEMENT NUMBER: 19
 HMG PROJ OBLIGATED: 52,500
 ST MGMT OBLIGATED:
 GRANTEE ADMIN: 546
 SUBGRANTEE ADMIN: 2,100
 TOTAL AMOUNT OBLIGATED: 55,146

✓

APPROVED BY: *[Signature]*
 MITIGATION DIRECTOR
 DATE: 8/25/97

POSTED TO FILE
 DATE: 8-27-97
 BY: *abby*

DATE: 08/22/97
TIME: 09:34AM

REPORT # 05
PAGE: 2

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM
OBLIGATION REPORT, SUPPLEMENT NUMBER 19
DISASTER NO.: 1099

PROJECT TOTALS AS OF: 08/22/97

	AMOUNT APPROVED 100 % =====	AMOUNT OBLIGATED (FED. SHARE) =====
HAZARD MITIGATION PROJECTS:	70,000	52,500
STATE MANAGEMENT:		
GRANTEE ADMIN:	546	546
SUBGRANTEE ADMIN:	2,100	2,100
TOTALS:	72,646	55,146

GAR'S NAME: OREGON STATE POLICE
ADDRESS 595 COTTAGE STREET NE
SALEM
OR 97310

PHONE

Document and line item(s) verified.

IFMIS Obl - Modify

(C) DSG, Inc.

Disaster No: 1099 Type: P Applicant ID: 00000005

Obligation ID: 1099DRORP00000005 Doc Type: MARTLINK

Status: OPEN

Vendor: SORS00
OREGON STATE POLICE

Amendment ID: 0019 Effective
Date: 08/25/97 Date: 06/27/96

Amount:	New	Previous	Available Balance
	55,146.00	4,158,334.00	4,213,480.00
		.00	.00
Total :	55,146.00	4,158,334.00	4,213,480.00

Comment: SUP #19

Transaction Date: 08/27/97 Accounting Period: 11

F2 **QUIT** F3 **PER** F4 **KEYHELP** F5 **DIR** F6 **SAVE** F7 **RCDS** F8 **ROLL** F9 **EXIT**