SNOHOMISH COUNTY CONTRACT FACE SHEET

1. Contractor Name and Address:
San Juan County
Department of Emergency Management
P.O. Box 669
Friday Harbor, WA 98250

2. Contract Amount:
$1,973

3. Contract Number:
K691-CCP

4. Contractor's Contact Person, phone number:
Brendan Cowan, (360) 378-9932

5. Contract Start Date:
February 24, 2010

6. Contract End Date:
October 31, 2011

7 County's Regional Coordinator /phone number:
Tammy Jones, (425) 388-5072

8. DUNS #:
830256798

9. UBI # (state revenue):
313-014-461

10. Funding Authority:
The U.S. Department of Homeland Security (DHS), The Washington State Military Department (Department), the Washington Commission for National and Community Service (Commission), and Snohomish County (County).

11. Funding Source Agreement #:
2008-GE-T8-0038

12. Program Index # & OBJ/SUB-OJ:
763CS

13. CFDA # & Title:
97.067 HSGP

14. TIN or SSN:
91-6001360

15. Service Districts:
(By LEGISLATIVE DISTRICT)
40
(By CONGRESSIONAL DISTRICT)
2

16. Service Area by County(ies):
San Juan County

17. Women/Minority-Owned, State Certified?:
X N/A  NO □ YES, OMWBE # ____________________________

18. Contract Classification:
□ Personal Services □ Client Services □ Public/Local Gov't
□ Collaborative Research □ A/E □ Other ________

19. Contract Type (check all that apply):
□ Contract □ Grant □ Agreement
X Intergovernmental (RCW 39.34) □ Intergovernmental

20. Contractor Selection Process:
X "To all who apply & qualify" □ Competitive Bidding
□ Sole Source □ A/E RCW □ N/A
□ Filed w/OFM? □ Advertised? □ YES □ NO ________

21. Contractor Type (check all that apply):
□ Private Organization/Individual □ For-Profit
X Public Organization/Jurisdiction □ Non-Profit
□ VENDOR □ SUBRECIPIENT □ OTHER ________

22. BRIEF DESCRIPTION:
The U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) is providing funds to enhance the capability of state and local units of government to prevent, deter, respond to, and recover from catastrophic and/or terrorist events through the FFY 2009 Homeland Security Grant, Citizen Corps Program (CCP) to support Citizen Corps Councils with planning, outreach, and management of Citizen Corps programs and activities.

The County and Contractor acknowledge and accept the terms of this contract and attachments hereto and have executed this contract as of the date and year written below. This contract consists of the following: Contract Face Sheet; Special Terms and Conditions; Exhibit A, General Terms and Conditions; Exhibit B, Statement of Work; Exhibit C, Budget; and Exhibit D, Bi-Annual Progress Report Form, which govern the rights and obligations of both parties to this contract.

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
(a) Applicable Federal and State Statutes and Regulations
(b) Special Terms and Conditions
(c) Statement of Work & Budget
(d) General Terms and Conditions
(e) Any other provisions of the contract incorporated by reference.

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

IN WITNESS WHEREOF, the parties hereto have executed this contract this 14th day of May, 2010.

FOR THE COUNTY:

Signature: Aaron Reardon, Snohomish County Executive
Date: 5/14/10

FOR THE CONTRACTOR:

Signature: ________
Date: 5/13/10

CONTRACT FORM ONLY
Reviewed and Approved:
Gordon w. Silvey 3/12/10
Deputy Prosecuting Attorney Date

San Juan County
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SAN JUAN COUNTY SHERIFF'S OFFICE
William G. Cumming
Sheriff

W. Cumming 4/26/10
Date

FINAL APPROVAL
Pete Rose
County Administrator

4/27/10 Date
ARTICLE I -- COMPENSATION SCHEDULE:

This is a reimbursement contract. Within the total contract amount, travel, subcontracts, salaries and wages, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this contract. Any travel or subsistence reimbursement allowed under the contract shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended and in agreement with federal rates. Receipts and/or backup documentation for any approved budget line items including travel related expenses that are authorized under this contract must be maintained by the Contractor and be made available upon request by the County or Commission.

The Contractor may make changes to the budget, without a formal amendment to the Contract and without securing the prior approval of the County, under the following conditions.

a. The revisions must not result in the need for additional funding.

b. Such changes must not alter the scope of the contract’s work statement and must not be prohibited by applicable federal or state statutes or regulations.

c. Changes to the budget category Management and Administration (M&A) are not allowable and will not be reimbursed without written approval by the County.

d. Cumulative changes to budget categories less than 10% of the contract award are allowable. Such changes may be between budget categories and must not alter the total amount of money awarded under the contract. Cumulative changes to budget categories in excess of 10% of the contract award will not be reimbursed without an executed amendment to the contract.

ARTICLE II -- REPORTS:

In addition to the reports as may be required elsewhere in this contract, the Contractor shall prepare and submit the following reports to the County’s Key Personnel:

<table>
<thead>
<tr>
<th>Report</th>
<th>#/Copies</th>
<th>Due Date</th>
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<tbody>
<tr>
<td>Financial</td>
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<tr>
<td>Invoices (including Final)</td>
<td>1</td>
<td>Within 20 days after the end of the period in which the work was performed.</td>
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<td>Technical</td>
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<tr>
<td>Bi-Annual Progress Report</td>
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<td>Final Report</td>
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<tr>
<td>NIMS Compliance Progress Reports</td>
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Invoices must be submitted no more often than monthly, but at least quarterly. Final invoice shall not exceed the overall contract amount without written approval.

All contract work must end by October 31, 2011. The Contractor must submit all reports and deliverables on or before November 20, 2011.

The Bi-Annual Progress Report and the Final Reports will be submitted electronically to the County’s Key Personnel utilizing the Exhibit D reporting template for the regional submission to the Commission.

Failure to meet all of the reporting and invoicing deadlines will prohibit the Contractor from being reimbursed and will prevent vetting of equipment requests while contract requirements are outstanding.

The Bi-Annual Strategy Implementation Report (BSIR) data will be submitted electronically by the County or the EMD for the DHS required submission via DHS’s web-based grant reporting tool.
ARTICLE III -- KEY PERSONNEL:
The individuals listed below shall be considered key personnel. Each party must notify the other of any substitution in writing.

COUNTY:
Tammy Jones, Region 1 Coordinator
Bill Ekse, Region 1 / UASl Coordinator

CONTRACTOR:
Brendan Cowan, Director San Juan Co. DEM

ARTICLE IV -- ADMINISTRATIVE REQUIREMENTS:
The Contractor shall comply with all financial and procurement guidance, including competitive processes and other procurement requirements, to include but not limited to: Office of Management and Budget (OMB) Circulars, A-87 (Cost Principles for State, local and Indian Tribal Governments), A-102 (Grants and Cooperative Agreements with State and Local Governments), A-122 (Cost Principles for Non-Profit Organizations), A-133 (Audits of States, Local Governments, and Non-Profit Organizations), The Federal Emergency Management Agency’s codified regulations, 44 Code of Federal Regulations (CFR), and the U.S. Department of Homeland Security’s Financial Management Guide. Local and state procurement and contracting regulations take precedence over these requirements when local and state regulations are more stringent.

ARTICLE V -- ADDITIONAL SPECIAL CONDITIONS AND MODIFICATION TO GENERAL CONDITIONS:
1. Funds are provided by the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) solely for the purpose of enhancing the capability of state and local units of government to prepare for, prevent, deter, respond to, and recover from catastrophic incidents resulting from man-made and natural events. The Contractor shall use the funds to perform tasks as described in the Statement of Work and Budget portions of this contract.
2. Grant funds may not be used to replace or supplant existing funding.
3. The Contractor will provide a match of $0 of non-federal origin.
4. The Contractor acknowledges that since this contract involves federal funding, the period of performance described herein will likely begin prior to the availability of appropriated federal funds. The Contractor agrees that it will not hold the County, Commission, the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this contract prior to distribution of appropriated federal funds.
5. The Contractor agrees that it will not hold the County, Commission, the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement or any type of payment if federal funds are not appropriated or are not appropriated in a particular amount.
6. The Contractor agrees that to receive any federal preparedness funding, all National Incident Management System (NIMS) compliance requirements outlined in applicable grant guidance must be met.

ARTICLE VI -- PROCUREMENT & FINANCIAL MANAGEMENT:
1. All sole source contracts over $100,000 must be reviewed and approved by the County prior to execution of a contract. This requirement must be passed on to all of the Contractor’s subcontractors, at which point the Contractor will be responsible for reviewing and approving their subcontractors’ sole source justifications.
2. All contracts with individual consultants that are not competitively bid, and where the consultant will be charging an excess of $450 per day (excluding travel and subsistence) must be approved by the County before the contract is executed. This requirement must be passed on to all of the Contractor’s subcontractors, at which point the Contractor will be responsible for reviewing and approving their subcontractors’ contract.
3. No costs will be reimbursed until the items have been received by the Contractor and invoiced by the vendor.
4. Each invoice will be accompanied by a spreadsheet detailing the expenditures. Copies of related financial documents and invoices must be provided to the County with the original invoices and supporting documents kept on file by the Contractor and made available upon request to the County, Commission, Department and local, state, or federal auditors.
5. Requests for reimbursement of equipment purchases will include a copy of the Department's approved vetting; "Equipment Approval Request" (EAR), the vendor's invoice and packing slip or a statement signed and dated by the Contractor's authorized representative that states "all items invoiced have been received in good working order, are operational, and have been inventoried according to contract and local procurement requirements", and the Contractor shall comply with the FEMA approved Environmental and Historic Preservation (EHP) Program requirements, if applicable.

6. No travel or subsistence costs, including lodging and meals, reimbursed with federal funds may exceed federal maximum rates which can be found at http://www.gsa.gov.

ARTICLE VII – EQUIPMENT MANAGEMENT:

1. The Contractor or a Subcontractor shall submit all proposed equipment purchases to the County for submission to the Committee on Homeland Security-Subcommittee on Equipment to ensure that the requested equipment is on the Authorized Equipment List, is aligned with the statewide equipment purchasing strategy, and meets all statewide interoperability and standardization requirements. No reimbursement for equipment costs will occur until the appropriate approvals have been obtained.

2. The Contractor or Subcontractor shall ensure full compliance with FEMA’s Environmental and Historic Preservation (EHP) Program requirements as outlined in the applicable grant guidance.

3. All equipment purchased under this contract, by the Contractor or a subcontractor, will be recorded and maintained in the Contractor's equipment inventory system, unless specific de-obligated funds are contracted directly between a county, or other entity, and the State, in which case the contracted county maintains the equipment records.

4. Upon successful completion of the terms of this contract, all equipment purchased through this contract will be owned by the Contractor, or a recognized subcontractor/subgrantee for which a contract, subgrant agreement, or other means of legal transfer of ownership is in place.

5. The Contractor, or a recognized subcontractor/subgrantee, shall be responsible for any and all operation and maintenance expenses and for the safe operation of their equipment including all questions of liability.

6. The Contractor or Subcontractor shall maintain equipment records that include: a description of the equipment; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Catalogue of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the equipment.

7. Records for equipment shall be retained by the Contractor for a period of six years from the date of the disposition, replacement or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the Contractor until all litigation, claims, or audit findings involving the records have been resolved.

8. For the purpose of inventory and disposal of equipment purchased under this contract the 44 CFR Section 13.3 definition of equipment will be used. It defines equipment as a tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. This definition will be used for equipment purchased with contract funds, unless local or state regulations are more restrictive.

9. The Contractor shall take a physical inventory of the equipment and reconcile the results with the equipment records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Contractor to determine the cause of the difference. The Contractor shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

10. The Contractor shall develop a control system to ensure adequate safeguards to prevent loss, damage, unauthorized use and theft of equipment, to include small and attractive items. Any loss, damage or theft shall be investigated and a report generated.

11. The Contractor will develop adequate maintenance procedures to keep the equipment in good condition.

12. If the Contractor is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return.

13. When original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:
a. Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of by the Contractor with no further obligation to the awarding agency.

b. Items of equipment with a current per-unit fair market value of more than $5,000 may be retained or sold and the Contractor shall compensate the Federal-sponsoring agency for its share.

14. Equipment purchased with funds from DHS grant programs should be marked with “Purchased with funds provided by the U.S. Department of Homeland Security” whenever possible.

15. As subgrantees of federal funds, the Contractor must pass on equipment management requirements that meet or exceed the requirements outlined above for all subcontractors, consultants, and subgrantees who receive pass-through funding from this contract.

ARTICLE VIII – SUBRECIPIENT MONITORING

The County will monitor the activities and equipment acquisition of the Contractor from award to closeout and for the life of any equipment purchased under this contract. The goal of the County’s monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations.

Monitoring activities may include:

- review of performance reports and documentation of contract deliverables completion;
- documentation of phone calls, meetings, e-mails and correspondence;
- review of reimbursement requests to ensure allowability and consistency with contract budget and contract deliverables;
- observation and documentation of contract related activities, such as planning, exercises, training, funded events and equipment demonstrations;
- on-site visits to review equipment records and inventories, verify source documentation for reimbursement requests and performance reports and verify completion of deliverables.

As sub-grantees of federal funds, the Contractor is required to meet or exceed the monitoring activities, as outlined above, for all sub-contractors, consultants, and sub-grantees who receive pass-through funding from this contract.
GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

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

a. “Department” shall mean the Washington Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department.

b. “Commission” shall mean the Washington Commission for National and Community Service.

c. “County” shall mean Snohomish County, Washington, a political subdivision of the State of Washington, acting as the lead agency for Region 1. Region 1 consists of Island, San Juan, Skagit, Snohomish and Whatcom Counties, including the federal recognized tribes within those counties.

d. “Contractor” shall mean that firm, organization, group, individual, or other entity performing services under this contract, and shall include all employees of the Contractor. It shall include any subcontractor retained by the prime Contractor as permitted under the terms of this contract. “Contractor” shall be further defined as one or the other of the following and so indicated on face sheet of the contract:

1) “Subrecipient” shall mean a contractor that operates a federal or state assistance program for which it receives federal funds and which has the authority to determine both the services rendered and disposition of program funds.

2) “Vendor” shall mean a contractor that agrees to provide the amount and kind of service or activity requested by the County and that agrees to provide goods or services to be utilized by the County.

e. “Subcontractor” shall mean one, not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms “subcontractor” and “subcontractors” mean subcontractor(s) in any tier.

f. “Recipient” – a nonfederal entity that expends federal awards received directly from a federal awarding agency to carry out a federal program.

g. “Pass-Through Entity” means the County as it is applied to this contract. As found in SAAM 50.30.30 – “A nonfederal entity that provides a federal award to a subrecipient to carry out a federal program.”

h. “Nonfederal Entity” is defined as a state local government or nonprofit organization (as defined in federal Circular A-133).

i. “Cognizant State Agency” shall mean a state agency that has assumed the responsibility of implementing single audit requirements and coordinating audit follow-up for a particular grantee by virtue of providing the majority of federal assistance. If funds are received from more than one state agency, the cognizant state agency shall be the agency who contributes the largest portion of federal financial assistance to the subrecipient unless the designation has been reassigned to a different state agency by mutual agreement.

j. “Federal Financial Assistance” – Assistance that nonfederal entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations or other assistance. It does not include amounts received for provision of vendor services to federal agencies or reimbursement for services rendered directly to individuals.

k. “Grant” - For the purposes herein, the term “grant” may be used to mean “contracts” or “grants” or “agreements”.

l. “CFDA Number” – The five-digit number assigned to a federal assistance program in the federal Catalog of Federal Domestic Assistance (CFDA) or, in the absence of a catalog defined number, the number defined by instructions from the federal audit clearinghouse.

m. “CFR” – Code of Federal Regulations

n. “OMB” – Office of Management and Budget

o “RCW” – Revised Code of Washington

2. SUBRECIPIENT MONITORING
   a. The County, as a subrecipient agency, receives federal financial assistance under federal programs and is charged with maintaining compliance with federal and state laws and regulations regarding the monitoring, documentation, and auditing of subrecipient grant activities using federal financial assistance. Management and implementation guidelines for the federal programs ensure compliance with statutes, grant guidelines, the sub-award agreement, Office of Management and Budget (OMB) circulars (including OMB Circular A-133), subrecipient audits, and other guidance found in the Federal Register.

   b. The Contractor shall perform under the terms of the contract and the County has responsibility for reasonable and necessary monitoring of the Contractor’s performance. The County shall conduct contract monitoring activities on a regular basis. Monitoring is defined as any planned, ongoing, or periodic activity that measures and ensures contractor compliance with the terms, conditions, and requirements of a contract.

   Monitoring involves prudent collection of information about Contractor operations and is not limited to site visits or the completion of formal reviews. Monitoring may include periodic contractor reporting to the County, County review of audit reports, invoice reviews, onsite reviews and observations, and surveys. Adequate documentation is essential for effective contract monitoring and will include copies of letters, meeting notes, and records of phone conversations as evidence that conscientious monitoring has occurred during the period of the contract. Subrecipient monitoring will occur throughout the year rather than relying solely on a once-a-year audit. The Contractor agrees to cooperate with all monitoring activities and to comply with reporting requirements.

   The County and Commission as the Recipient agencies will conduct on-site visits as appropriate and required by contract for all “for-profit” subrecipients, since the A-133 Single Audit does not apply to “for-profit” organizations.

3. RECORDS, MONITORING AND AUDIT ACCESS
   a. The Contractor shall cooperate with and fully participate in all monitoring or evaluation activities that are pertinent to this contract.

   b. Access to public records-The Contractor acknowledges that the County is subject to the Public Records Act, Chapter 42.56 RCW, and that records prepared, owned, used or retained by the County relating to the conduct of government or the performance of any governmental or proprietary function are available for public inspection and copying, except as exempt under RCW 42.56 or other statute which exempts or prohibits disclosure of specific information or records.

   c. The Contractor shall maintain all books, records, documents, data and other evidence relating to this contract and the provision of any materials, supplies, services and/or equipment under this contract herein, including, but not limited to, records of accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review and audit by personnel duly authorized by the County, the Commission, the Washington State Auditor’s Office, and federal officials so authorized by law, rule, regulation, or contract. The Contractor will retain all books, records, documents, and other materials relevant to this contract and make them available for inspection, review or audit for six (6) years from the end date of this contract, date of final payment or conclusion of services performed under this contractor, whichever is later. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

   d. Contractor shall provide right of access to its facilities and records to the County and any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.
4. SINGLE AUDIT ACT REQUIREMENTS (INCLUDING ALL AMENDMENTS)
Non-federal entities as subrecipients that expend $500,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with the Office of Management and Budget (OMB) Circular A-133-Audits of States, Local Governments, and Non-Profit Organizations (revised June 27, 2003, effective for fiscal years ending after December 31, 2003). Non-federal entities that spend less than $500,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in Circular No. A-133. Circular A-133 is available on the OMB Home Page at http://www.omb.gov and then select “Grants Management” followed by “Circulars”.

Contractors required to have an audit must ensure the audit is performed in accordance with Generally Accepted Auditing Standards (GAAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General and the OMB Compliance Supplement. The Contractor has the responsibility of notifying the Washington State Auditor’s Office and requesting an audit. Costs of the audit may be an allowable grant expenditure.

The Contractor shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records.

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

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

Snnohomish County - Department of Emergency Management
Attn: Homeland Security - Regional Coordinator
3509 109th St. SW
Everett, WA 98204

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

The Contractor shall include the above audit requirements in any subcontracts.

5. RECAPTURE PROVISIONS
In the event that the Contractor fails to expend funds under this contract in accordance with applicable state and federal laws and/or the provisions of this contract, the County reserves the right to recapture funds in an amount equivalent to the extent of the noncompliance in addition to any other remedies available at law or in equity.

Such right of recapture shall exist for a period not to exceed six (6) years following contract termination or audit resolution, whichever is later. Repayment by the Contractor of funds under this recapture provision shall occur within 30 days of demand.

6. COMPLIANCE WITH APPLICABLE LAW
The Contractor and all subcontractors shall comply with all applicable federal, state, tribal government, and local laws, regulations, and policies.

This obligation includes, but is not limited to, compliance with Ethics in Public Service (RCW 42.52); Covenant Against Contingent Fees (48 C.F.R. § 52.203-5); Public Records Act (RCW 42.56); Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq. and 15 C.F.R. Part 29); Lobbying Restrictions (31 U.S.C. § 1352 and 15 C.F.R. Part 28); and safety and health regulations. The County is not responsible for advising the Contractor about, or determining the Contractor’s compliance with, applicable laws, regulations and policies.

In the event of the Contractor’s or a subcontractor’s noncompliance or refusal to comply with any applicable law, regulation or policy, the County may rescind, cancel, or terminate the contract in whole.
or in part. The Contractor is responsible for any and all costs or liability arising from the Contractor's failure to comply with applicable law, regulation or policy.

7. NONDISCRIMINATION
During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

a. Nondiscrimination in Employment: The Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

b. Nondiscrimination laws and policies (such as RCW 49.60, Washington's Law Against Discrimination, and Title VII of the Civil Rights Act).

8. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. § 12101 et seq. and 28 C.F.R Part 35 and other implementing regulations. The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

9. UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)
The Contractor is encouraged to utilize firms that are certified by the Washington State Office of Minority and Women's Business Enterprises as minority-owned and/or women-owned in carrying out the purposes of this contract.

10. PUBLICITY
The Contractor agrees to submit to the County all advertising and publicity relating to this contract wherein the County's name is mentioned or language used from which the connection of the County's name may, in the County's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity without the prior written consent of the County.

11. DISCLOSURE
The use or disclosure by any party of any information concerning the County for any purpose not directly connected with the administration of the County's or the Contractor's responsibilities with respect to services provided under this contract is prohibited except by prior written consent of the County.

12. CERTIFICATION REGARDING DEBARMENT SUSPENSION OR INELIGIBILITY
Federal funds are the basis for this contract, therefore the Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal department or agency. If requested by the County, the Contractor shall complete and sign a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

Further, the Contractor agrees not to enter into any arrangements or contracts related to this grant with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at www.epis.gov.

13. CERTIFICATION REGARDING NIMS COMPLIANCE
Federal funds are the basis for this contract, therefore the Contractor certifies it is in compliance with the NIMS requirements. If requested by the County, the Contractor shall complete and sign a certification regarding NIMS compliance. Any such form completed by the Contractor for this contract shall be incorporated into this contract by reference.

Further, the Contractor agrees not to enter into any subcontracts related to this grant with any party that is not NIMS compliant.

San Juan County

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14. **LIMITATION OF AUTHORITY**
The signatories to this contract represent that they have the authority to bind their respective organizations to this contract. Only the person authorized by each party to execute this contract, or the delegate of that authorized person, which delegation shall be in writing and made prior to action by the delegate, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the authorized persons.

15. **CONTRACTOR NOT EMPLOYEE – INDEPENDENT STATUS OF CONTRACTOR**
The parties intend that an independent contractor relationship will be created by this contract. The Contractor and/or employees or agents performing under this contract are not employees or agents of the County in any manner whatsoever, and will not be presented as or claim to be officers or employees of the County, the Commission or of the State of Washington by reason hereof, nor will the Contractor and/or employees or agents performing under this contract make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the County, the Commission or of the State of Washington, including, but not limited to, Worker's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

16. **NONASSIGNABILITY**
This contract, the work to be provided under this contract, and any claim arising thereunder, are not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

17. **SUBCONTRACTING**
Neither the Contractor nor any subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the County. Contractor shall use a competitive process in award of any contracts with non-governmental subcontractors that are entered into after original contract award. All subcontracts entered into pursuant to this contract shall incorporate this contract in full by reference. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the County for any breach in the performance of the Contractor's duties. The County may request a copy of any and/or all subcontracts for work being completed under this contract.

18. **CONTRACT MODIFICATIONS**
The County and the Contractor may, from time to time, request changes to the contract or grant. Any such changes that are mutually agreed upon by the County and the Contractor shall be incorporated herein by written amendment to this contract. It is mutually agreed and understood that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

19. **SEVERABILITY**
In the event any term or condition of this contract, any provision of any document incorporated by reference, or application of this contract to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this contract which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this contract are declared severable.

20. **ADVANCE PAYMENTS PROHIBITED**
The County shall make no payments in advance or in anticipation of goods or services to be provided under this contract. Contractor shall not invoice the County in advance of delivery of such goods or services.

21. **TAXES, FEES AND LICENSES**
Unless otherwise provided in this contract, the Contractor shall pay for and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any
other kind for the Contractor or its staff required by statute or regulation that are necessary for contract performance.

22. TRAVEL AND SUBSISTENCE REIMBURSEMENT
Unless the contract specifically provides for different rates, any travel or subsistence reimbursement allowed under the contract shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The Contractor may be required to provide to the County copies of receipts for any travel related expenses other than meals and mileage (example: parking lots that do not provide receipts) that are authorized under this contract.

23. GOVERNING LAW AND VENUE
This contract shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this contract shall be the Superior Court of Snohomish County, Washington.

24. HOLD HARMLESS AND INDEMNIFICATION
Each party to this contract shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, agents, officers, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

25. WAIVER OF DEFAULT
Waiver of any default or breach shall not be deemed to be a waiver of any other or subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing signed by the County and attached to the original contract.

26. DISPUTES
The parties shall make every effort to resolve disputes arising out of or relating to this contract through discussion and negotiation. Should discussion and negotiation fail to resolve a dispute arising under this contract, the parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by each party and a third representative mutually agreed upon by both parties. The team shall attempt, by majority vote, to resolve the dispute.

Both parties agree that this disputes process shall precede any action in a judicial or quasi-judicial tribunal. Nothing in this section shall preclude the parties from mutually agreeing to a different dispute resolution method in lieu of the procedure outlined above.

27. ATTORNEY’S FEES
In the event of litigation or other action brought to enforce contract terms, or alternative dispute resolution process, each party agrees to bear its own attorney’s fees and costs.

28. LOSS OR REDUCTION OF FUNDING
In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the County may reduce its scope of work and budget or unilaterally terminate all or part of the contract as a “Termination for Cause”, without providing the Contractor an opportunity to cure. Alternatively, the parties may renegotiate the terms of this contract under “Contract Modifications” to comply with new funding limitations and conditions, although the County has no obligation to do so.

29. TERMINATION OR SUSPENSION FOR CAUSE
In the event the County, in its sole discretion, determines the Contractor has failed to fulfill in a timely and proper manner its obligations under this contract, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Contractor unable to perform any aspect of the contract, or has violated any of the covenants, agreements or stipulations of this contract, the County has the right to immediately suspend or terminate this contract in whole or in part.

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

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

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

If it is determined that the Contractor: (1) was in default or material breach, or (2) failure to perform was outside of the Contractor’s control, fault or negligence, the termination shall be deemed to be a “Termination for Convenience”.

30. TERMINATION FOR CONVENIENCE
Notwithstanding any provisions of this contract, the Contractor may terminate this contract by providing written notice of such termination to the County’s Point of Contact identified in the contract, specifying the effective date thereof, at least thirty (30) days prior to such date.
Except as otherwise provided in this contract, the County, in its sole discretion and in the best interests of the County, may terminate this contract in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the Contractor. Upon notice of termination for convenience, the County reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds. In the event of termination, the Contractor shall be liable for all damages as authorized by law. The rights and remedies of the County provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

31. TERMINATION PROCEDURES
In addition to the procedures set forth below, if the County terminates this contract, the Contractor shall follow any procedures specified in the termination notice. Upon termination of this contract and in addition to any other rights provided in this contract, the County may require the Contractor to deliver to the County any property specifically produced or acquired for the performance of such part of this contract as has been terminated.

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

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

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

After receipt of a notice of termination, and except as otherwise directed by the County in writing, the Contractor shall:

a. Stop work under the contract on the date, and to the extent specified, in the notice;
b. Place no further orders or subcontracts for materials, services, supplies, equipment and/or facilities in relation to this contract except as may be necessary for completion of such portion of the work under the contract as is not terminated;

c. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the County has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the County to the extent the County may require, which approval or ratification shall be final for all the purposes of this clause;

e. Transfer title to the County and deliver in the manner, at the times, and to the extent directed by the County any property which, if the contract had been completed, would have been required to be furnished to the County;

f. Complete performance of such part of the work as shall not have been terminated by the County in compliance with all contractual requirements; and

g. Take such action as may be necessary, or as the County may require, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the County has or may acquire an interest.
INTRODUCTION:
The FFY09 Citizen Corps Program (CCP) funds are provided to support Citizen Corps Councils with efforts to engage citizens in all-hazards prevention, protection, response, and recovery. These efforts include planning and evaluation, public education and emergency communications, training, exercises, volunteer programs and activities to support emergency responders, surge capacity roles and responsibilities, and providing proper equipment to citizen volunteers.

San Juan County (herein known as the Contractor) agrees to the following tasks.

GENERAL PROGRAM REQUIREMENTS:

1. Work closely with the established Regional Homeland Security Council to develop a strategy and subsequent budget for the use of these funds. The implementation of the projects or activities associated with these funds will be coordinated with the counties, cities, and the tribal governments located within the established region.

2. Activities under this contract must have a clear correlation to the goals, objectives, and priorities identified in the Washington State Strategic Plan and corresponding Investment Justifications submitted in the FFY09 grant application.

3. Plan and implement equipment purchases, exercises, training, planning and management & administration activities in accordance with the FFY09 Homeland Security Grant Program Guidance, which can be found at http://www.fema.gov/government/grant/hsgp/index.shtm, as well as all subsequent policy changes.

4. Ensure that all subcontractors and subgrantees are in compliance with the FFY09 Homeland Security Grant Program Guidance through monitoring of expenditures and periodic reviews of activities.

5. Work closely with the County’s Key Personnel to aid in the submission of the Bi-Annual Strategy Implementation Report (BSIR). The County or Department will submit the BSIR via the DHS web-based Grant Reporting Tool.

6. Submit a Bi-Annual Progress Report in the format outlined in Exhibit D to the County for inclusion in a regional submission to his.reporting@emd.wa.gov and the Commission.

7. Submit at a maximum monthly and a minimum quarterly, signed and approved, invoice vouchers, supporting documentation and the Department’s Reimbursement Spreadsheet to the County for costs incurred.

8. If purchasing equipment, the Contractor must meet the following requirements:
   - Equipment must be in compliance with the FEMA Authorized Equipment List (AEL), as detailed at: http://www.rkb.us/.
   - Receive written approval from the Equipment Subcommittee.
   - Submit the packing slip for reimbursement, or indicate on the invoice “All items listed have been received, are in working order and have been inventoried.”

9. Exercises that are implemented with grant funds must meet the requirements of the FFY09 Homeland Security Grant Program Guidance, be threat and performance based, and should evaluate performance of critical prevention and response tasks required of the exercise scenario. Upon completion of the exercise, an After Action Report and an Improvement Plan must be prepared and submitted to the FEMA portal within 60 days of completion of the exercise. Reimbursements for exercise related expenditures can not be made until this requirement has been met.

10. The FFY09 HSGP-CCP grant stipulates the following caps and thresholds:
   - Expenditures for promotional items must not exceed 15% of the total allocation.
   - Expenditures for kits used in volunteer response (e.g., CERT or MRC kits/backpacks) or clothing for official identification must not exceed 30% of the total allocation.
   - A minimum of 25% of the total contract award must be spent on preparedness planning activities.
CONTRACTOR TASKS:

May include any of the following:

1. Develop, produce, and distribute preparedness materials.
2. Conduct preparedness training including CERT and produce needed training materials.
3. Provide and support continuing education, advanced training and CERT drills and exercises.
4. Continue to provide preparedness education to vulnerable populations.
5. If necessary, hire a Subcontractor to assist in accomplishing the contract tasks.

THE COUNTY AGREES TO:

1. Provide technical assistance, expertise, and coordination with the State and FEMA where necessary.
2. Prepare Regional invoice vouchers (State invoice form A-19) and submit them to the Commission and reimburse the Contractor no later than 15 days from the County's receipt of reimbursement from the Commission.
San Juan County  
BUDGET SHEET  
FFY 2009 Citizen Corps Program  

<table>
<thead>
<tr>
<th>Category</th>
<th>Sub-Category</th>
<th>Amount</th>
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<td>PLANNING</td>
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<td>EXERCISE</td>
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<td></td>
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<td>Pass Thru</td>
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<td><strong>Total Exercise</strong></td>
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<td>Travel &amp; Per Diem</td>
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<tr>
<td></td>
<td><strong>Total Equipment</strong></td>
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</tr>
<tr>
<td></td>
<td><strong>Total Budget</strong></td>
<td>$1,973</td>
</tr>
</tbody>
</table>

1. Cumulative changes to budget categories in excess of 10% of the contract award will not be reimbursed without an executed contract amendment.

2. Federal funds may be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose.

3. The Contractor will not be reimbursed for Management and Administrative costs without prior written approval of the Contractor.
Please complete this form for each proposed project. Regional contracts were developed using the information supplied in this form. Requests for reimbursement under the subsequent contract(s) must be tied to a project linked directly to the contract. After the project is funded under a contract, use this completed form to submit Bi-Annual Progress Reports. Using the “rolling report format” following this first form page, detail challenges, successes and status of each project, adding to the project history every six months through completion.

* Regional Leads must submit Project Report Forms for projects for each of the counties within their Region.

<table>
<thead>
<tr>
<th>Jurisdiction: San Juan County - DEM</th>
<th>Region One</th>
</tr>
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<tbody>
<tr>
<td>Contact Name: Brendan Cowan, DEM Director</td>
<td>Contract Name: Brendan Cowan, DEM Director</td>
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| Funding Source (check all that apply): | M | MHR | SR | L & S |

<table>
<thead>
<tr>
<th>Project Title:</th>
<th>Citizen Preparedness</th>
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<tbody>
<tr>
<td>National Target Capability:</td>
<td>Community Preparedness &amp; Participation</td>
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<tr>
<td>WA State/UASI Strategic Goal:</td>
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<tr>
<td>FY09 Investment Justification Title</td>
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| This Project meets the following Overarching HSGP FFY09 Priorities: | IED $ _ | Preparedness Planning $1,973 | Law Enforcement $ _ |

| Overall Project Budget: | $1,973 |

| Budget Categories: | Planning $1,973 | Organization* $ _ | M&A $ _ |
| Equipment $ _ | Exercise $ _ | Training $ _ |

| Project Description: | Develop, produce, and distribute preparedness materials. Conduct preparedness training including CERT and produce needed training materials. |
| Project Impact Statement: | Improve community preparedness |
| Project Time Frame: | 2/24/10 – 10/31/2011 |
| Project Subgrantees & Funding Amounts: | None |
Please address the following items in the designated reporting period box below (as applicable):
- Explain significant successes or challenges to date;
- Explain significant challenges that can be foreseen for the future;
- Explain issues expected to prevent completion of projects by the contract end date;
- Explain deviations from established project plan milestones & funding sources and their impacts.

<table>
<thead>
<tr>
<th>Project Reporting Period 1</th>
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<tbody>
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<td>Progress to Date</td>
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<td>Progress to Date</td>
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<td>Due 1/10/2010</td>
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<th>Project Reporting Period 3</th>
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<td>January 2011 – June 2011</td>
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<td>Progress to Date</td>
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