

State of Hawaii  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Engineering Division

January 27, 2023

Board of Land and Natural Resources  
State of Hawaii  
Honolulu, Hawaii

**Delegation of Authority to the Chairperson to Enter into Memorandum of  
Agreements with the State of Hawaii Department of Defense Hawaii Emergency  
Management Agency for the FEMA Public Assistance Grant Program, Statewide**

The Department of Land and Natural Resources (DLNR) desires to enter into Memorandum of Agreements (MOA) with the State of Hawaii Department of Defense (HI-DOD) Hawaii Emergency Management Agency (HI-EMA) to formalize that HI-EMA is the Recipient and Pass-through Entity for Presidential Disaster Declarations and DLNR is the SUBRECIPIENT pursuant to this Agreement for the Federal Emergency Management Agency (FEMA) Public Assistance Grant Program (PA Grants).

**BACKGROUND:**

HI-DOD through HI-EMA is the Recipient and Pass-through Entity for Presidential Disaster Declarations and FEMA PA Grants to the State of Hawaii.

Public Assistance (PA) is FEMA's largest grant program providing funds to assist communities responding to and recovering from major disasters or emergencies declared by the President.

DLNR, headed by an executive Board of Land and Natural Resources (Board), is responsible for managing, administering, and exercising control over public lands, water resources, ocean waters, navigable streams, coastal areas (except commercial harbors), minerals, and all interests therein. DLNR's jurisdiction encompasses nearly 1.3 million acres of State lands, beaches, and coastal waters as well as 750 miles of coastline. It includes state parks; historical sites; forests and forest reserves; aquatic life and its sanctuaries; public fishing areas; boating, ocean recreation, and coastal programs; wildlife and its sanctuaries; game management areas; public hunting areas; and natural area reserves.

When disasters and emergencies arise and affect DLNR properties and facilities, various DLNR divisions are responsible to assess damages and provide necessary emergency response and mitigation.

**PROPOSED AGREEMENT:**

DLNR's expenses related to emergency response and mitigation may be eligible for reimbursement through PA Grants. If expenses are deemed eligible for PA Grants, the MOA

will identify the terms and conditions of the grant, the subrecipient award amount and other pertinent information. MOA will be developed by disaster and by project. A sample copy of a MOA, which is subject to change per disaster and project, is attached as EXHIBIT A.

All procurements will be made in accordance with the State Procurement Code, Hawaii Revised Statutes (HRS) Chapter 103D and the Project will comply with applicable provisions of HRS Chapter 343, and Title 11, Chapter 200.1 Hawaii Administrative Rules (HAR), as applicable.

**RECOMMENDATION:**

That the Board delegate authority to the Chairperson to enter into Memorandum of Agreements with the State of Hawaii Department of Defense Hawaii Emergency Management Agency and authorize the Chairperson to delegate authority to a designee to sign necessary documents pertaining to FEMA Public Assistance Grants subject to available funding, and review and approval as to form by the Department of the Attorney General.

Respectfully submitted,



CARTY S. CHANG  
Chief Engineer

Approved for Submittal:



Dawn N. S. Chang, Chairperson  
Board of Land and Natural Resources

Attachment:  
Exhibit A – Sample MOA-HIEMA-DLNR

<b>State of Hawaii Department of Defense Hawaii Emergency Management Agency</b>			
<b>Public Assistance Grant Program – Subrecipient Award Memorandum of Agreement (MOA)</b>			
<b>1. Subrecipient Name and Address:</b> Hawaii Dept of Land and Natural Resources 1151 Punchbowl St Rm 110 Honolulu, HI 96813-3047		<b>2. Subrecipient Award No.:</b> PA-09-HI-4639-RPA-00001	
<b>3. Subrecipient DUNS/UEI No.:</b> L3D1YEK6KAW6	<b>4. Federal Disaster Declaration No.:</b> FEMA-4639-DR	<b>5. Assistance Listing Number and Title:</b> CFDA 97.036 Disaster Grants – Public Assistance (Presidentially Declared Disasters)	
<b>6. FAIN:</b> 4639DRHIP000000001	<b>7. Federal Award Date:</b> 2/15/2022	<b>8. Total Federal Award Amount:</b> \$5,960,000.00	
<b>9. Period of Performance Start Date:</b> 2/15/2022	<b>10. Period of Performance End Date:</b> 8/15/2022	<b>11. Subrecipient Award Amount:</b> \$93,259.60	
<b>12. Name of Federal Awarding Agency:</b> Federal Emergency Management Agency	<b>13. Pass-Through Entity:</b> Hawaii Department of Defense (HI-DOD) Hawaii Emergency Management Agency (HI-EMA)		<b>14. Research &amp; Development?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>15. Brief Description:</b> To provide funds to the SUBRECIPIENT for #670066 – Hazardous Leaning & Fallen Tree Debris Removal as approved by FEMA in the project worksheet describing eligible scopes of work and associated funding. HI-EMA is the Recipient and Pass-through Entity of the Presidential Disaster Declaration FEMA 4639-DR-HI: Hawaii Severe Storms, Flooding, and Landslides and FEMA-State Agreement, which are incorporated by reference, and makes a subaward of Federal award funds to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT is accountable to HI-EMA for use of Federal award funds provided under this Agreement and the associated matching funds.			
IN WITNESS WHEREOF, the HI-EMA and SUBRECIPIENT acknowledge and accept the terms of this MOA, references, and attachments hereto and have executed this MOA as of the date and year written below. This MOA, Department of Homeland Security (DHS) General Terms and Conditions, Approved Subgrant Application, FEMA-State Agreement, FEMA Public Assistance and Program Policy Guidance V4 and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. 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.			
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: <ol style="list-style-type: none"> <li>1. DHS Standard Terms and Conditions</li> <li>2. FEMA-State Agreement</li> <li>3. HI-EMA General Terms and Conditions</li> <li>4. Approved Subgrant Application</li> <li>5. FFATA Form and instructions</li> <li>6. Audit Certification Form</li> <li>7. Certification Regarding Debarment, Suspension, and Other Responsibility Matters</li> </ol>			
The parties hereto have executed this Agreement on the day and year last specified below.			
<b>FOR THE HAWAII DEPARTMENT OF DEFENSE:</b>  <div style="display: flex; justify-content: space-between; border-top: 1px solid black; margin-top: 20px;"> <span>Signature</span> <span>Date</span> </div> Luke P. Meyers Governor's Authorized Representative  APPROVED AS TO FORM AND LEGALITY (if applicable):  <div style="display: flex; justify-content: space-between; border-top: 1px solid black; margin-top: 20px;"> <span>Administering Authority's Legal Review</span> <span>Date</span> </div> Michael Vincent Deputy Attorney General		<b>FOR THE SUBRECIPIENT:</b>  <div style="display: flex; justify-content: space-between; border-top: 1px solid black; margin-top: 20px;"> <span>Signature</span> <span>Date</span> </div> Carty Chang Chief Engineer Hawaii Department of Land & Natural Resources  APPROVED AS TO FORM AND LEGALITY (if applicable):  <div style="display: flex; justify-content: space-between; border-top: 1px solid black; margin-top: 20px;"> <span>Applicant's Legal Review</span> <span>Date</span> </div>	

## ARTICLE I – KEY PERSONNEL

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

Subrecipient		Hawaii Department of Defense, Hawaii Emergency Management Agency	
Name	Carty Chang	Name	Luke Meyers
Title	Chief Engineer	Title	Administrator of Emergency Management
E-Mail	<a href="mailto:Carty.s.chang@hawaii.gov">Carty.s.chang@hawaii.gov</a>	E-Mail	luke.p.meyers@hawaii.gov
Phone	808-587-0230	Phone	808-733-4300
Name		Name	Lorinda Wong-Lau
Title		Title	Resilience Branch Chief
E-Mail		E-Mail	lorinda.g.wonglau@hawaii.gov
Phone		Phone	808-620-5410
Name		Name	Brian J. Fisher
Title		Title	Disaster Assistance Project Manager
E-Mail		E-Mail	brian.j.fisher@hawaii.gov
Phone		Phone	808-518-7985

## ARTICLE II – ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this MOA and the informational documents published by FEMA applicable to the Presidential Declaration including, but not limited to, all criteria, restrictions, and requirements of the "FEMA-State Agreement," and the federal regulations commonly applicable to FEMA grants, all of which are incorporated herein by reference. The Presidential Declaration and the FEMA-State Agreement are incorporated in this Agreement by reference.

The SUBRECIPIENT shall comply with the FEMA Public Assistance Program and Policy Guide V4, effective June 1, 2020, incorporated herein by reference. The DHS General Terms and Conditions are incorporated by reference in this Agreement in Attachment 1.

The SUBRECIPIENT acknowledges that since this MOA involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The SUBRECIPIENT agrees that it will not hold HI-EMA, the State of Hawaii, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

Federal funding is provided by FEMA and is administered by HI-EMA. HI-EMA shall reimburse the SUBRECIPIENT for those approved eligible costs and activities necessary under the Public Assistance Grant Program during the incident period beginning December 5, 2021 to December 10, 2021.

Eligible costs and activities will be identified in Project Worksheets, herein referred to as the Subgrant Application (Attachment 4), approved by FEMA.



## ARTICLE III - STATE AND FEDERAL REQUIREMENTS

### 1. Funding

- a. HI-EMA shall administer the Public Assistance Grant Program and reimburse approved eligible Public Assistance costs to the SUBRECIPIENT as required by this MOA and applicable federal and state laws.
- b. It is understood that no final dollar figure is committed to at the time this MOA is executed, but that financial commitments will be made by amendments to the project application as Project Worksheets are completed in the field and projects are authorized by state and federal officials.
- c. Pursuant to H.R. 2471, the Consolidated Appropriations Act, 2022, FEMA will contribute **90 percent** of the eligible costs for any eligible project. The SUBRECIPIENT shall commit to providing the remaining **10 percent** non-federal match to any eligible project, subject to the following exceptions:
  - i. Department Match - The Hawaii State Legislature may authorize HI-EMA to provide a match to the SUBRECIPIENT's non-federal share of eligible projects. Provision of a match by HI-EMA, if authorized by the Hawaii State Legislature, shall not require amendment of this Agreement. Should the matched funds be committed to the non-federal share by HI-EMA pursuant to legislative authorization, HI-EMA shall formally notify the SUBRECIPIENT of the match in writing and will include information identifying any related reduction in the SUBRECIPIENT's percentage commitment.
  - ii. Donated Resources - FEMA will credit the SUBRECIPIENT for the value of certain volunteer labor, donated equipment, and donated materials used in the performance of eligible emergency work; Categories A (debris removal) and B (emergency protective measures) are referred to collectively as Donated Resources. The Donated Resources are recognized by FEMA in a Project Worksheet. Donated Resources offset the non-federal share of the eligible emergency work approved in Project Worksheets. For non-state agency SUBRECIPIENTS, the Donated Resources value will first be applied to the SUBRECIPIENT's non-federal share, and, if a HI-EMA match is authorized, any remaining Donated Resources value will be applied to HI-EMA's share. The value of the Donated Resources is calculated as described in the FEMA Disaster Assistance Policy 9525.2, and is capped at the non-federal share of approved, eligible emergency work costs. The federal share of the Donated Resources will not exceed the non-federal share of eligible emergency work costs approved in Project Worksheets. Any excess credit can be credited only to other eligible emergency work costs for the same SUBRECIPIENT in the same disaster. The value of excess Donated Resources cannot be credited toward or transferred to another eligible SUBRECIPIENT or toward other state obligations. HI-EMA does not match FEMA-Donated Resources credits.

### 2. Grant Agreement Period

- a. Activities payable under this Agreement to be performed by the SUBRECIPIENT shall be those activities which occurred during or subsequent to the incident period defined in the FEMA-State Agreement and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of closeout and audit. This period shall be referred to as the "Period of Performance."
- b. The Period of Performance shall only be extended by 1) written notification of FEMA approval of the Grant Agreement Period followed up with a mutually agreed written amendment, or 2) written notification issued by HI-EMA to the SUBRECIPIENT to address extensions of its underlying federal grant performance period or to provide additional time for completion of the SUBRECIPIENT's project(s).

### 3. Time Extensions

- a. A time extension request is required to be forwarded to HI-EMA by the SUBRECIPIENT for a project prior to the expiration of the approved completion date. If the project is approved and funded after the statutory approval time period for completion, then a time extension request must be submitted to HI-EMA within fifteen (15) days of receipt of the funding package.
- b. In accordance with 44 CFR 206.204, HI-EMA reserves the right, in its sole discretion, to consider and approve a time extension request after expiration of the approved completion date and within HI-EMA's statutory extension authority. Requests for time extensions beyond HI-EMA's authority will be considered and approved by FEMA at its sole discretion.
- c. All determinations made regarding time extension requests will be based on a case-by-case evaluation of specific factual circumstances. A time extension request must be in writing and identify the Project Worksheet number, the reason the project has not been completed within thirty (30) days prior to the approved completion period, the reason the time extension request was not submitted prior to the approval time period (if applicable), a current status of the completion of the work, a detailed timeline for completion of the remaining elements, and an anticipated completion date for the completion of the remaining work. Failure to submit a time extension request in a timely manner may result in denial of the time extension request and loss of funding for the related project.

#### **4. Procurement**

- a. The SUBRECIPIENT shall comply with all procurement standards of 2 CFR 200.317 through 200.327, applicable state laws/policies, and as specified in the DHS General Terms and Conditions (Attachment 1). Should a conflict occur between these regulations, the SUBRECIPIENT shall adhere to the most restrictive.

#### **5. Payments**

- a. To comply with the Hawaii State Act 116, all State agency project funding (reimbursements) must first pass through HI-EMA then be disbursed to the SUBRECIPIENT to reimburse the original source of funding.
- b. Using funds granted for the purposes of this MOA, HI-EMA shall issue payments to the SUBRECIPIENT in compliance with procedures in the FEMA Public Assistance Program and Policy Guide V4, effective June 1, 2020, including, but not limited to:
  - i. Small Project Payments: Payments are made for all small projects, as defined under the FEMA Public Assistance Grant Program, to the SUBRECIPIENT upon submission of the signed P.4 Report and supporting documents to HI-EMA, after FEMA has approved funding through its approval of Project Worksheets.
  - ii. Progress Payments: Progress payment of funds for costs already incurred on large projects, as defined by the FEMA Public Assistance Grant Program, minus ten (10) percent retainage may be made to the SUBRECIPIENT upon submission of a letter of request, a spreadsheet identifying the claimed costs supporting the payment request, and HI-EMA's approval.
  - iii. Final Payment: Final payment on a large project will be made following submission by the SUBRECIPIENT of a certification of completion on the FEMA P4 Form upon completion of the project(s), completion of all final inspections by HI-EMA, and final approval by FEMA. Final payment on a large project will include any retainage withheld during progress payments. Final payment may also be conditional upon financial review, if determined necessary by HI-EMA or FEMA. Adjustments to the final payment may be made following any audits conducted by the Hawaii State Auditor, the United States Inspector General, or other federal or state agency.
  - iv. Federal funding shall not exceed the total federal contribution eligible for Public Assistance costs under Presidential Disaster Declaration FEMA-4639-DR-HI.
  - v. For Executive Branch state agencies, HI-EMA will transfer payment to the SUBRECIPIENT through interagency reimbursement procedures. Payment will be transferred by journal voucher to the respective agency's appropriation number.
  - vi. For travel costs, SUBRECIPIENTS shall comply with 2 CFR 200.475, their internal policies, state rates, or federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive.
  - vii. Receipts and/or backup documentation for any approved items that are authorized under this MOA shall be maintained by the SUBRECIPIENT consistently with the record retention requirements of this Agreement and be made available upon request by HI-EMA and local, state, or federal auditors.
  - viii. No costs for purchases of equipment and supplies will be reimbursed until the related equipment/supplies have been received by the SUBRECIPIENT, its subrecipient or contractor, or any non-federal entity to which the SUBRECIPIENT makes a subaward and are invoiced by the vendor.
  - ix. The SUBRECIPIENT shall only use federal award funds under this Agreement to supplement existing funds and shall not use the award funds to replace non-federal funds that have been budgeted for the same purpose. The SUBRECIPIENT may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

#### **6. Closeout**

- a. To initiate closeout of all projects, the SUBRECIPIENT is required to certify in writing by Project Worksheet number, date completed, and total amount expended on the project by submitting the completed P.4 Report.
- b. The SUBRECIPIENT has to submit all documentation for the project within ninety (90) days following the completion of the project or receipt of the approved Project Worksheet, whichever date is later. If a time extension request is needed, The SUBRECIPIENT must request a time extension within forty-five (45) days prior to the approved closeout period.
- c. HI-EMA will then complete a review of documentation to support the claimed costs.
- d. After all of the projects have been certified as complete and approved for closure by FEMA, HI-EMA will forward a SF-270 Form, Request for Advance or Reimbursement to the SUBRECIPIENT for release of the remaining funds due to the SUBRECIPIENT for eligible costs, including any retainage previously withheld, and the allowance for federal indirect costs.

## **7. Termination for Convenience**

- a. Notwithstanding any provisions of this MOA, the SUBRECIPIENT may terminate this Agreement by providing written notice of such termination to HI-EMA's key personnel identified in the MOA, specifying the effective date thereof, at least thirty (30) days prior to such date.
- b. Except as otherwise provided in this MOA, HI-EMA, in its sole discretion and in the best interest of the State of Hawaii, may terminate this Agreement in whole or in part by providing ten (10) calendar days of written notice, beginning on the second day after mailing to the SUBRECIPIENT.
- c. Upon notice of termination for convenience, HI-EMA reserves the right to suspend all or part of the MOA, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds. In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law. The rights and remedies of HI-EMA provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

## **8. Termination or Suspension for Cause**

- a. In the event that HI-EMA, in its sole discretion, determines that the SUBRECIPIENT has failed to fulfill in a timely and proper manner its obligations under this MOA, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the SUBRECIPIENT unable to perform any aspect of the MOA, or has violated any of the covenants, agreements, or stipulations of this MOA, HI-EMA has the right to immediately suspend or terminate this MOA in whole or in part.
- b. HI-EMA may notify the SUBRECIPIENT in writing of the need to take corrective action and provide a period of time in which to cure. HI-EMA is not required to allow the SUBRECIPIENT an opportunity to cure if it is not feasible as determined solely within HI-EMA's discretion. Any time allowed for cure shall not diminish or eliminate the SUBRECIPIENT's liability for damages or otherwise affect any other remedies available to HI-EMA. If HI-EMA allows the SUBRECIPIENT an opportunity to cure, HI-EMA shall notify the SUBRECIPIENT 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 HI-EMA, or if such corrective action is deemed by HI-EMA to be insufficient, the Agreement may be terminated in whole or in part.
- c. HI-EMA reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the SUBRECIPIENT from incurring additional obligations of funds during investigation of an alleged compliance breach, pending corrective action by the SUBRECIPIENT, if allowed, or pending a decision by HI-EMA to terminate the MOA in whole or in part. In the event of termination, the SUBRECIPIENT shall be liable for all damages as authorized by law including, but not limited to, any cost difference between the original MOA and the replacement or cover MOA, and all administrative costs directly related to the replacement Agreement (e.g., cost of administering the competitive solicitation process, mailing, advertising, and other associated staff time). Furthermore, any advance payments received by the SUBRECIPIENT, or payments rendered with federal grant funds by the SUBRECIPIENT to purchase equipment or tangible assets, must be repaid in full. The rights and remedies of HI-EMA 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 (1) the SUBRECIPIENT was not in default or material breach, or (2) failure to perform was outside of the SUBRECIPIENT's control, fault, or negligence, the termination shall be deemed a "Termination for Convenience."

## **ARTICLE IV - DOCUMENTATION/REPORTING REQUIREMENTS**

### **1. Records Retention**

- a. The SUBRECIPIENT is required to retain all documentation which adequately identifies the source and application of Public Assistance funds, including the federal indirect cost reimbursement, for six (6) years following the closure of this disaster grant. For all funds received, source documentation includes adequate accounting of actual costs and recoveries incurred.
- b. The SUBRECIPIENT shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related U.S. Office of Management and Budget guidance consistent with Public Law 109-282, as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete the HI-EMA FFATA Certification Form (Attachment 5) with the execution of the MOA. The FFATA form is incorporated by reference and made a part of this MOA.

### **2. Quarterly Reports**

- a. The SUBRECIPIENT is required to submit to HI-EMA a quarterly report indicating the status of all projects not submitted to FEMA for closeout. The status shall identify the costs incurred to date, the percentage of work completed, the anticipated completion date of the project, and whether cost underruns or overruns are expected. In addition, the SUBRECIPIENT should note in the comment field any challenges or issues associated with the

project. Failure to submit a complete quarterly report within fourteen (14) days following the end of the quarter will result in suspension of all payments to the SUBRECIPIENT until a complete quarterly report is received by HI-EMA. HI-EMA reserves the right, in its sole discretion, to terminate this MOA for any SUBRECIPIENT that fails to submit a complete quarterly report as required by this MOA. The quarterly report will serve as the basis for any FEMA Office of Chief Financial Officer (OCFO) funds reduction.

### **3. Request for Information**

- a. The SUBRECIPIENT is required to respond to HI-EMA's request for information including, but not limited to, additional documentation required to complete the project review process, mandatory reports, and signatory documentation within fifteen (15) calendar days of the request. If the SUBRECIPIENT is unable to provide the requested documentation within fifteen (15) calendar days, then it is the responsibility of the SUBRECIPIENT to notify HI-EMA in writing when the requested documentation will be received. HI-EMA reserves the right, in its sole discretion, to terminate this MOA for any SUBRECIPIENT that fails to submit the requested documentation or provide the required notices of when documents will be received.

### **4. Subrecipient Monitoring**

- a. HI-EMA shall monitor the activities of the SUBRECIPIENT from award to closeout. The goal of HI-EMA's monitoring activities is to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Title 2, Subtitle A, Chapter II, Part 200 Subpart F.
- b. To document compliance with 2 CFR Title 2, Subtitle A, Chapter II, Part 200 Subpart F requirements, the SUBRECIPIENT shall complete and return to HI-EMA the 2 CFR Part 200 Subpart F Audit Certification Form (Attachment 6), which is incorporated by reference and made a part of this Agreement. Each fiscal year thereafter until the Agreement is closed, the SUBRECIPIENT must complete and return to HI-EMA the 2 CFR Part 200 Subpart F Audit Certification Form.
- c. Monitoring activities may include, but are not limited to:
  - i. reviewing financial and performance reports;
  - ii. monitoring and documenting the completion of Agreement deliverables;
  - iii. documenting phone calls, meetings, e-mails, and correspondence;
  - iv. reviewing reimbursement requests and supporting documentation to ensure eligibility and consistency with Agreement work plan, budget, and federal requirements;
  - v. observing and documenting Agreement-related activities; and
  - vi. conducting on-site visits to review equipment records and inventories to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The SUBRECIPIENT is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Title 2, Subtitle A, Chapter II, Part 200 Subpart F, for any non-federal entity to which the SUBRECIPIENT makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan. If the SUBRECIPIENT fails to comply with federal or state statutes or regulations, or the terms and conditions of this MOA, HI-EMA may impose additional subaward conditions as described in 2 CFR 200.208. If HI-EMA determines that noncompliance cannot be remedied by imposing additional conditions, it may take one (1) or more of the following actions:
  - i. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT.
  - ii. Wholly or partially suspend or terminate the subaward to the SUBRECIPIENT.
  - iii. Initiate suspension or debarment proceedings under 2 CFR 180 or recommend such a proceeding be initiated by the federal awarding agency.
  - iv. Withhold further federal awards for the project or program.
  - v. Take any other remedies that may be legally available.
- f. HI-EMA agrees to:
  - i. Provide technical assistance during all monitoring or evaluation activities. HI-EMA will coordinate and schedule the meetings necessary to conduct and complete all monitoring and evaluation activities;
  - ii. Develop the SUBRECIPIENT's Project Worksheet and supporting attachments with FEMA and the SUBRECIPIENT's assistance based upon the costs determined to be eligible;
  - iii. Submit the SUBRECIPIENT's funding package to FEMA;
  - iv. Notify the SUBRECIPIENT when funding approval is received, issue payment in accordance with the process described above (see Article III, 5 - Payments), and provide the SUBRECIPIENT with a copy of the approved Project Worksheet;
  - v. Work with the SUBRECIPIENT to resolve any issues identified during the monitoring process; and
  - vi. Review and respond appropriately to the SUBRECIPIENT's requests for time extensions and changes.

## **ARTICLE V - LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)**

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Exec. Order No. 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. The DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011), provides helpful information such as how a recipient can determine the extent of its obligation to provide language services and the elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the [DHS website](#) or [LEP.gov](#).

## **ARTICLE VI - FEMA-STATE AGREEMENT TERMS AND CONDITIONS**

As a subrecipient of FEMA funding, the SUBRECIPIENT shall comply with all applicable DHS/FEMA terms and conditions of the Presidential Declaration and the FEMA-State Agreement, which are incorporated in and made a part of this Agreement in Appendix F of the FEMA Public Assistance Program and Policy Guide V4, effective June 1, 2020.

## **ATTACHMENTS**

1. DHS Standard Terms and Conditions
2. FEMA-State Agreement
3. HI-EMA General Terms and Conditions
4. Approved Subgrant Application
5. FFATA Certification Sample Form\*
6. Audit Certification Sample Form\*
7. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Sample Form\*

\*Sample forms attached to this document are provided for reference only. Fillable, non-watermarked versions of the required forms will be provided to the SUBRECIPIENT to complete as needed.

# FY 2022 DHS Standard Terms and Conditions

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at [www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions](http://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions).

## **A. Assurances. Administrative Requirements. Cost Principles. Representations and Certifications**

- I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

## **B. General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the

# FY 2022 DHS Standard Terms and Conditions

initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

## **C. Standard Terms & Conditions**

### **I. Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

### **II. Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

### **III. Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

### **IV. Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

### **V. Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

### **VI. Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the

# FY 2022 DHS Standard Terms and Conditions

United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.



# FY 2022 DHS Standard Terms and Conditions

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. Ensuring the Future is Made in All of America by All of America's Workers

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005 which provide that, as appropriate and to the extent consistent with law, the recipient must use all practicable means within their authority under a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control

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guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

**XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019**

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

**XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

**XXII. Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

**XXIII. National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

**XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

# FY 2022 DHS Standard Terms and Conditions

## XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

## XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

## XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

## XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

## XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

## XXX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

## XXXI. Reporting Subawards and Executive Compensation

Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part

# FY 2022 DHS Standard Terms and Conditions

170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

## XXXII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

## XXXIII. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

## XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

## XXXV. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

## XXXVI. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

## XXXVII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

## XXXVIII. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

**End of Attachment 1**

U. S. Department of Homeland Security  
Region 9  
1111 Broadway Suite 1200  
Oakland, CA. 94607



**FEMA**

**FEMA-STATE AGREEMENT  
FEMA-4639-DR-HI**

**I. PURPOSE AND BACKGROUND**

The President declared on February 15, 2022, that a major disaster exists in the State of Hawaii. This declaration was based on severe storms, flooding, and landslides (incident) beginning on December 5, 2021, and ending on December 10, 2021 (incident period). This is the FEMA-State Agreement (Agreement) for this major disaster, designated FEMA-4639-DR (Declaration), under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. §§ 5121-5207) (Stafford Act), in accordance with 44 C.F.R. § 206.44. This Agreement between the Federal Emergency Management Agency (FEMA), Department of Homeland Security (DHS) and the State of Hawaii (State or Recipient) governs all federal assistance that FEMA provides the State for this Declaration.

**II. GENERAL PROVISIONS**

- A. GRANT AWARD PACKAGE.** Any federal grant (which includes a cooperative agreement for purposes of this Agreement) award package issued under this Agreement will consist of the Declaration, this Agreement, and the *Application(s) for Federal Assistance* (Standard Form (SF) 424), including *Assurances – Non-Construction Programs* (SF-424B) and *Assurances – Construction Programs* (SF-424D), when applicable, submitted by the State for each grant provided under the Declaration and this Agreement.
- B. FEMA RESPONSIBILITIES.** FEMA may provide federal assistance to the State or residents of the State, if applicable, in the form of federal grant assistance, payments to individuals, and/or direct federal services to support the activities and programs authorized under the Stafford Act and the Declaration in accordance with this Agreement.
- C. STATE RESPONSIBILITIES**
1. The State agrees to comply with the federal grant award terms and conditions set forth in the Declaration, this Agreement, individual projects, records of environmental consideration, State Mitigation Plan (“SMP”)(if applicable) and the State Administrative Plans in place for each grant award.
  2. The State agrees to lead, manage, and drive the overall recovery process and coordinate recovery activities and technical support by setting appropriate state policies. The State will coordinate with local, tribal and Federal

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governments and agencies, private businesses, and nonprofit organizations to lead and coordinate state recovery planning and assistance to impacted communities.

3. The State agrees to be the “Recipient” for all federal financial assistance provided under the Stafford Act and this Agreement, with the exception of financial assistance for Temporary Housing and financial assistance for Housing Repair and Replacement under the Individuals and Household Program (IHP) that is always administered by FEMA or for Direct Temporary Housing, Permanent Housing, and/or Other Needs Assistance (ONA) under the IHP when administered by FEMA rather than by the State (*i.e.*, the “FEMA option”), if applicable.
  - a. Recipient has the same meaning as “Grantee” as used in governing statutes, regulations, and FEMA guidance.
  - b. A recipient is also a “non-Federal entity” for grants administration purposes.
4. The State will serve as the “pass-through entity” with respect to the State’s role in providing subawards and administering grant assistance provided to subrecipients. As the pass-through entity, the State agrees to comply with and will require all subrecipients to comply with the requirements of all applicable laws and regulations, including the Stafford Act, Title 44 of the Code of Federal Regulations (C.F.R.) (*Emergency Management and Assistance*), 2 C.F.R. Part 3002 (implementing 2 C.F.R. Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*)), and applicable FEMA policies and guidance.
  - a. The term “subrecipient” has the same meaning as “subgrantee” as used in governing statutes, regulations, and FEMA guidance.
  - b. A subrecipient is also a “non-Federal entity” for grants administration purposes.
  - c. A subrecipient may also serve as a pass-through entity under certain circumstances in the Hazard Mitigation Grant Program (HMGP).
5. The State is required to maintain a FEMA-approved SMP in accordance with 44 C.F.R. Part 201 (*Mitigation Planning*) as a condition of receiving non-emergency Stafford Act assistance.
  - a. The State must update its SMP every five years.
  - b. The State must have a FEMA-approved mitigation plan to receive the following assistance:
    - i. Public Assistance (PA) – Permanent Work Categories C-G



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- ii. HMGP.
- c. FEMA will not obligate funds for PA Permanent Work or HMGP projects unless that State has a FEMA-approved SMP.
- d. If the State does not have a FEMA-approved SMP as of the date of the Declaration, the State must submit its approvable SMP within 30 days of the date of the Declaration for FEMA review and approval. If the State fails to do so, FEMA will deny the State's application for PA Permanent Work and HMGP assistance under the Declaration.
- e. If the State's FEMA-approved SMP lapses after the Declaration, the State must submit its approvable SMP within 30 days of the lapse for FEMA review and approval. FEMA will cease obligating funds for PA Permanent Work or HMGP projects during any lapse period between expiration of the current SMP and approval of an updated SMP.

**D. CERTIFICATION AND WAIVERS**

- 1. **Attachment 1** to this Agreement lists the State officials named by the Governor as authorized to execute certifications and otherwise to act on behalf of and to legally bind the State.
- 2. **Attachment 2** to this Agreement is the State's Certification Regarding Lobbying. This certification complies with the lobbying prohibitions in the DHS Standard Terms and Conditions and with the FEMA regulations at 44 C.F.R. Part 18 (*New Restrictions on Lobbying*).
- 3. The State waives any consultation process under Executive Order 12372 (*Intergovernmental review of Federal programs*) and 44 C.F.R. Part 4 (*Intergovernmental Review of Federal Emergency Management Agency (FEMA) Programs and Activities*) for grants, cooperative agreements, loans, or other financial assistance under the Stafford Act for the Declaration.

**E. FEDERAL ASSISTANCE**

- 1. The State has requested federal assistance and submitted a FEMA Form 010-0-13 (*Request for Presidential Disaster Declaration – Major Disaster or Emergency*), the terms, representations, and assurances of which are incorporated by reference into this Agreement.
- 2. Federal assistance, except for assistance under the HMGP, is limited to activities necessary to alleviate damage, loss, hardship, or suffering resulting from the incident that took place during the incident period, except that reasonable expenses that were incurred in anticipation of and immediately preceding the incident may be eligible.

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3. Federal assistance under the Stafford Act and this Agreement is limited to those areas and programs designated by the President or FEMA in the Federal Register Notices for this Declaration, which are listed in **Attachment 3** to this Agreement and are incorporated by reference into this Agreement.
4. All scopes of work and costs approved as a result of this Agreement, whether as estimates or final costs approved through subawards, project worksheets, or otherwise, will incorporate by reference the terms of this Agreement and must comply with applicable laws, regulations, policy, and guidance in accordance with this Agreement.
5. Pursuant to Executive Order 13858 "*Strengthening Buy-American Preferences for Infrastructure Projects*," FEMA encourages recipients to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States, in Public Assistance and HMGP eligible public infrastructure repair and construction projects affecting surface transportation, ports, water resources including sewer and drinking water, and power. Such preference must be consistent with the law, including cost and contracting requirements at 2 C.F.R. Part 200.

**F. CONTROLLING AUTHORITIES.** This Agreement is subject to the following governing authorities:

1. The Stafford Act, its implementing regulations contained in Title 44 of the C.F.R., and FEMA policy and guidance.
2. *The Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* set forth at 2 C.F.R. Parts 200 and 3002.
3. The DHS Standard Terms and Conditions in effect on the date of the Declaration, available at [DHS Standard Terms and Conditions | Homeland Security](#) which are incorporated by reference into this Agreement.

**III. TYPES OF FEDERAL ASSISTANCE**

The President may authorize any of the following federal assistance programs and **Attachment 3** to this Agreement sets forth the specific federal assistance programs authorized for this Declaration.

**A. PUBLIC ASSISTANCE (PA).** The following terms apply when the PA Program is authorized and FEMA makes a PA grant award to the State:

1. Cost Share. FEMA funding for PA project costs (which do not include management costs) will be limited to 75 percent of total eligible costs after appropriate reductions (such as for insurance), except as may be provided for in **any subsequent** cost share amendments to the Declaration, which



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**FEMA-4639-DR-HI**

will be incorporated into this agreement by amendment. The State agrees to make available the non-federal share of PA project costs.

2. Management Costs. FEMA funding for PA management costs will be 100 percent of the total eligible management costs, which will be limited to not more than 12 percent of the total award amount. Of this amount, the State may use up to 7 percent and a subrecipient may use up to 5 percent of the subrecipient's total award amount. The "total award amount" means the actual eligible PA project costs, including both the federal and non-federal share, and after appropriate reductions (such as for insurance) and excluding management costs. There is no non-federal share of PA management costs.
3. Direct Federal Assistance. When Direct Federal Assistance is requested and the assistance is provided:
  - a. The State will:
    - i. Provide without cost to the United States all lands, easements, and rights-of-ways necessary to accomplish the approved work;
    - ii. Hold and save the United States free from damages due to the requested work, and will indemnify the Federal Government against any claims arising from such work;
    - iii. Provide reimbursement to FEMA for the non-federal share of the cost of such work; and
    - iv. Assist the performing federal agency in all support and local jurisdictional matters.
  - b. FEMA will bill the State for the non-federal share of Direct Federal Assistance provided and the State agrees to pay the non-federal share pursuant to the timeframes set forth in the letter or other correspondence transmitting the bill.
4. Debris Removal. When debris removal is authorized, the State agrees to indemnify and hold harmless the United States for any claims arising from the removal of debris or wreckage for the Declaration. The State agrees that debris removal from public and private property will not occur until an unconditional authorization for the removal of debris is provided.
5. Additional Terms and Conditions. Additional terms and conditions regarding implementation of the PA Program, including PA grant performance goals, may be included in an attached **Public Assistance Programmatic Addendum.**

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**B. INDIVIDUAL ASSISTANCE (IA).** When the Declaration authorizes IA overall or specific IA programs and FEMA makes an IA grant award to the State, the following terms apply:

1. General. FEMA may award grant funds to the State for the IA programs authorized under the Declaration and requested by the State and, for Direct Temporary Housing and Permanent Housing Construction, may provide direct assistance.
2. Other Needs Assistance. When the Declaration authorizes the IHP and FEMA provides ONA to individuals and households, the State agrees to make available its 25 percent share of any ONA that is provided under Section 408(e) of the Stafford Act (codified as amended at 42 U.S.C. § 5174(e)).
  - a. FEMA Option. When FEMA administers ONA under the FEMA Option, FEMA will bill the State monthly for the cost share. The State agrees to pay the amount billed within 30 days of receipt.
  - b. Joint Option. If the State administers ONA under the Joint Option, a cooperative agreement will be executed as an IA Program Addendum to this Agreement and FEMA will pay to the State 75 percent of the total ONA payments to individuals and households and actual administrative costs in accordance with Section 408 of the Stafford Act (codified as amended at 42 U.S.C. § 5174) and 44 C.F.R. § 206.120. Administrative costs will equal up to 5 percent of the ONA grant.
  - c. State Option. If the State administers ONA under the State Option, a grant agreement will be executed as an IA Program Addendum to this Agreement and FEMA will pay to the State 75 percent of the total ONA payments to individuals and households and administrative costs allowed under Section 408 of the Stafford Act (codified as amended at 42 U.S.C. § 5174) and 44 C.F.R. § 206.120. Administrative costs will equal up to 5 percent of the actual eligible ONA payments made to individual and households, including both the federal and non-federal share.
3. Additional Terms and Conditions. Additional terms and conditions regarding implementation of the IHP and other applicable IA Programs including IA grant performance goals and administrative plans may be included in an attached **IA Programmatic Addendum.**

**C. HAZARD MITIGATION GRANT PROGRAM (HMGP).** When the Declaration authorizes the HMGP and FEMA makes a HMGP award to the State, the following provisions apply:



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1. Total Funding. Total federal contributions are based on the estimated aggregate amount of grants to be made under the Stafford Act for this major disaster (less any associated administrative costs), and will be 15 percent for the first \$2,000,000,000 or less of such amounts; 10 percent of the portion of such amounts over \$2,000,000,000 and not more than \$10,000,000,000; and 7.5 percent of the portion of such amounts over \$10,000,000,000 and not more than \$35,333,000,000.
2. Cost Share. FEMA funding for total HMGP costs, excluding management costs, will be limited to no more than 75 percent of total eligible costs after appropriate deductions. The State agrees to make available the 25 percent non-federal share of HMGP and, at its request, may provide a greater non-federal share of an activity cost.
3. Management Costs
  - a. FEMA funding for HMGP management costs will be 100 percent of the total eligible management costs, which will be limited to 15 percent of the total award amount. The State may use up to 10 percent of the total award amount and subrecipients may use up to 5 percent of the subrecipient's total award amount. There is no non-federal share of HMGP management costs
  - b. The "total award amount" means the actual eligible HMGP activity costs, including both the federal and the non-federal share, and after appropriate reductions (such as for insurance) and excluding management costs. For the State, this is the total of the federal contribution and the required nonfederal contribution under the HMGP grant award. For a subrecipient, this is the federal contribution and nonfederal contribution that the State has identified as contributing to meet the nonfederal share of the HMGP grant award. In the case where the non-federal share for the entire HMGP grant award exceeds the required 25 percent, those excess non-federal contributions are not included in the total award amount and are not included in the calculation of management costs.
4. Program Administration by States. If the State requests and FEMA approves the State's request for inclusion in the Program Administration by States (PAS) Pilot Program, FEMA and the State will execute an Operating Agreement that will be included in the attached **HMGP Programmatic Addendum**.
5. Additional Terms and Conditions. Additional terms and conditions regarding implementation of HMGP, including performance goals, may be included in the attached **HMGP Programmatic Addendum**.

**IV. FUNDING**

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**A. PAYMENT PROCESS**

1. Payment System. FEMA will pay the State using the U.S. Department of Health and Human Services Payment Management System (HHS/Smartlink).
2. Payments. Payments are governed by the Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 C.F.R. Part 205 (*Rules and Procedures for Efficient Federal-State Funds Transfers*) and Treasury Financial Management Manual, Volume 1, Part 4A-2000.
3. IA Overpayments. When FEMA identifies an overpayment under an IA grant award, subject to the exhaustion of appeals, FEMA will deobligate the funds from the State's HHS/Smartlink account. If there are insufficient funds in the account, the State will have 30 days to reimburse the HHS/Smartlink account. At that time, if there are still insufficient funds in the subaccount, FEMA will refer the amount to the FEMA Finance Center (FFC) for collection.
4. PA and HMGP Overpayments. FEMA will use a "single obligation" system to process payments through a subaccount for each subaward under PA and HMGP. When FEMA identifies an overpayment as a potential debt, the State will have 60 days to appeal that initial determination. Upon exhaustion of appeal rights, the State will have 30 days to resolve the amount owed before the debt is referred to the FEMA Finance Center (FFC) for collection. The State may resolve the amount owed by paying FEMA directly. It may also deposit the amount owed directly into the applicable subaccount in HHS/Smartlink and notify FEMA when it has reimbursed that subaccount, after which FEMA will deobligate that amount in the subaccount. Alternatively, the State may request administrative offset of the amount owed against identifiable, allowable, allocable, and reasonable costs under the same subaward which have not yet been reimbursed by FEMA.
5. No Property Interest. The State and subrecipients have no property interest in the funds made available through the HHS/Smartlink account. At any time during the lifecycle of the grant, FEMA may adjust the amounts available to the State in HHS/Smartlink due to grant amendments, partial or full grant terminations, closeouts, or other reasons.

**B. AVAILABILITY OF FUNDING.** FEMA and the State agree to take measures to deliver assistance to individuals, households, governments, and private nonprofits as expeditiously as possible consistent with federal laws and regulations.

1. This Agreement does not comprise an award of any type of assistance authorized for the Declaration or as described in Part III, Types of Federal



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Assistance, above and this Agreement does not obligate any federal funding. Rather, FEMA will separately make such award decisions for the assistance authorized for the Declaration.

2. If FEMA decides to make an award of federal assistance, such assistance will be made available within the limits of funds available from Congressional appropriations for such purposes.
3. FEMA may, in its sole discretion, if necessary because of limited funds, give first priority to assistance for individuals and households, emergency work for protection of public health and safety, and administrative costs for managing the disaster programs. FEMA will provide other financial assistance when, and if, funds become available and will generally provide them in the order the claims are received.

**V. REPORTING**

**A. FEDERAL FINANCIAL REPORTS**

1. Initial and Quarterly Financial Reports
  - a. The State must submit complete and accurate Federal Financial Reports (SF-425) to the FEMA Regional Office 30 days after the end of the first federal quarter following the federal award date for each program (PA, HMGP, and the various IA programs). The Regional Administrator or designee may waive the initial report if the incident is of such magnitude and complexity that it would place an undue administrative burden on the State. Subsequent reporting requirements will not be waived. The State must submit quarterly financial status reports thereafter until closeout of the federal grant award for each program funded. Reports are due on January 30, April 30, July 30, and October 30.
  - b. The State must indicate in the remarks section on the quarterly financial report each time it has submitted a final expenditure report for a project or subaward as detailed in paragraph V.B below. The information must include the name of the subrecipient, the project number, and the date on which the State submitted the project closeout report. If it is the last project for a subrecipient, then the State must also note that the quarterly report reflects the last expenditures of that subrecipient.
2. Final Federal Financial Report. The State must submit a complete and accurate final Federal Financial Report (SF-425), no later than 120 days after each program's federal grant award performance period expiration date.

**B. FINAL EXPENDITURE REPORT FOR PROJECT COMPLETION**

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1. PA Large Project Final Expenditure Report
  - a. The State must submit a payment of claim to FEMA for each PA large project as required by FEMA regulations and guidance, including 44 C.F.R. § 206.205.
  - b. The State must submit the final payment of claim for a PA large project within 180 days from the earlier of the date the non-Federal entity completes the project or the project completion deadline.
2. PA Small Project Final Expenditure Report
  - a. The State must provide a small project certification for itself and each subrecipient as required by FEMA regulations and guidance, including 44 C.F.R. § 206.205.
  - b. The State must submit the certification within 180 days from the earlier of the date that the non-Federal entity completes its last small project or the latest project completion deadline of a small project.
3. PA Management Cost Project Final Expenditure Report
  - a. The State must submit a payment of claim to FEMA for each subrecipient's PA management cost project within 180 days after the earlier to occur of the following:
    - i. 180 days after work is completed on the subrecipient's last non-management cost PA project for the Declaration;
    - ii. 180 days after the latest project completion deadline of a subrecipient's non-management cost PA project for the Declaration; or
    - iii. Eight years from the date of the Declaration.
  - b. The State must submit a payment of claim to FEMA for the State's PA management cost project within 180 days after the earlier to occur of the following:
    - i. 180 days after work is completed on the last non-management cost PA project for the Declaration;
    - ii. 180 days after the latest project completion deadline of a non-management cost PA project for the Declaration; or
    - iii. Eight years from the date of the Declaration.
4. HMGP Project Final Expenditure Report

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- a. The State must submit a payment of claim to FEMA for each HMGP project as required by FEMA regulations and guidance, including 44 C.F.R. § 206.438(d).
- b. The State must submit the final payment of claim within 180 days from the earlier of the date the non-Federal entity completes the project or the project completion deadline.

**5. HMGP Management Cost Project Final Expenditure Report**

- a. The State must submit a payment of claim to FEMA for each subrecipient's HMGP management cost project within 180 days after the earlier to occur of the following:
  - i. 180 days after work is completed on the subrecipient's last non-management cost HMGP project for the Declaration;
  - ii. 180 days after the latest project completion deadline of a subrecipient's non-management cost HMGP project for the Declaration; or
  - iii. Eight years from the date of the Declaration
- b. The State must submit a payment of claim to FEMA for the State's HMGP management cost project within 180 days after the earlier to occur of the following:
  - i. 180 days after work is completed on the last non-management cost HMGP project for the Declaration;
  - ii. 180 days after the latest performance period of a non-management cost HMGP project for the Declaration; or
  - iii. Eight years from the date of the Declaration

- 6. IA Final Expenditure Report.** If the State issues a subaward under the Disaster Case Management Program, Crisis Counseling Program, ONA, Direct Temporary Housing, or Permanent Housing Construction grant award, then it must submit a payment of claim to FEMA for that subaward within 180 days from the earlier of the date the non-Federal entity completes the project or the project completion deadline.

**7. Governmental Subrecipients**

- a. FEMA will confirm the reports described in paragraphs V.B. 1, 2, 3, 4, 5, 6 as the final expenditure report only if the State has submitted all outstanding information and certifications required by applicable



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regulations and FEMA policy and guidance and the report is complete and accurate.

- b. The confirmed, complete, and accurate project closeout report is the “final expenditure report for project completion as certified by the grantee” for the purposes of applying Section 705(a) of the Stafford Act (codified as amended at 42 U.S.C. § 5205(a)).

**C. PERFORMANCE REPORTS**

1. Initial and Quarterly Reports. The State must submit performance/progress reports in compliance with each program identified under this Agreement to the FEMA Regional Office 30 days after the end of the first federal quarter following the federal award date. The Regional Administrator or designee may waive the initial report if the incident is of such magnitude and complexity that it would place an undue administrative burden on the grantee. Subsequent reporting requirements will not be waived. The State must submit quarterly performance/progress status reports thereafter until the grant performance period ends. Reports are due on January 30, April 30, July 30, and October 30.
2. Report Content. The State must include in its quarterly performance/progress reports (OMB Form 1660-0017 PA and OMB Form 1660-0076 HMGP for PA and HMGP, respectively) a status of project/subaward completion, amount of expenditures, and amount of payment for advancement or reimbursement of costs for each project/subaward funded under each of the programs authorized under this Agreement, including for properties purchased for open space under the HMGP.
3. Project Cost Overruns. The State must submit project cost overruns requiring additional obligations to FEMA for review and approval. Where review and approval is not sought before incurring the costs of an overrun, there is no assurance that FEMA will reimburse such costs. In compliance with 44 C.F.R. § 206.438, the State must submit project cost overruns requiring additional HMGP obligations to FEMA for review and approval before incurring costs.
4. Final Performance Report. The State must submit a final performance/progress report 120 days from each program’s grant award performance period expiration date that addresses all approved activities and the performance goals outlined in the federal award.

- D. ENFORCEMENT.** FEMA may suspend drawdowns, impose other special conditions, or take other authorized action pursuant to 2 C.F.R. § 200.339 (*Remedies for Noncompliance*) if the State does not submit accurate and timely reports. This may include, among things, the administrative closeout of a grant and/or any projects under a grant when the State is not responsive to reasonable



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efforts FEMA makes to collect required reports needed to complete closeout. Administrative closeout is a unilateral mechanism by FEMA to move forward with project or grant closeout using available grant information in lieu of final reports. This can require FEMA to make cash or cost adjustments and ineligible cost determinations, which may result in identifying a debt owed to FEMA.

**E. RECORDS RETENTION**

1. State Requirement. The State must retain records for 3 years, except in certain rare circumstances described in 2 C.F.R. § 200.334 (*Retention requirements for records*), from the date it submits the final Federal Financial Report (SF-425) to FEMA in compliance with 2 C.F.R. § 200.334, notwithstanding the time period prescribed for subrecipients in subsection V.E.2, Subrecipient Requirement, below. If FEMA administratively closes the grant where no final SF-425 was submitted, FEMA uses the date the grant was administratively closed as the start date for the 3-year record retention period.
2. Subrecipient Requirement. The State must require subrecipients to retain project or subaward records for at least 3 years from the date that the State submits to FEMA the final expenditure report for a project or subaward as described above in paragraph V.B. If, however, there is any litigation, claim, negotiation, audit, request for information, or other action involving the project or subaward that starts before that date, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the 3-year period, whichever is later.

**VI. RECOVERY OF FUNDS**

- A. GENERAL. FEMA may disallow costs and recover funds based on the results of audit or review during or after performance of the award to ensure compliance with the terms of the Agreement and award document. FEMA is required to recover funds when the Recipient or subrecipient has ineligible underruns (for example, actual costs for a PA large project are less than the amount FEMA awarded based on initial estimates); knowingly or negligently withholds or misrepresents material information; fails to complete work and comply with the terms of this Agreement or the approved award; expends federal funds in error; or incurs costs that are unreasonable or otherwise disallowed. If after exhaustion of appeal rights, FEMA determines a debt is owed, the State has 30 days to resolve the amount owed before the debt is referred to the FEMA Finance Center for collection. The State may do so by directly paying FEMA. The State may also deposit the amount owed directly into the applicable subaccount in HHS/Smartlink and notify FEMA when it has reimbursed that subaccount, after which FEMA will deobligate that amount in the subaccount. Alternatively, the State may request to substitute unallowable costs for other costs that are allowable (e.g., necessary, allocable, and reasonable under the same award and have not yet been reimbursed by FEMA).

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**B. DUPLICATION OF BENEFITS**

1. General. The State must take all actions necessary and reasonable to ensure that all who receive federal assistance are aware of their responsibility to repay federal assistance that is duplicated by amounts available from insurance or any other source for the same purpose. FEMA may at any time pre-award or post-award adjust the level of funding provided to account for financial assistance provided from any other source for the same purpose as the federal assistance or to account for benefits available for the same purpose from another source, irrespective of whether they are actually received.
2. Insurance. Within his/her authorities, the Governor must ensure, through the state agency responsible for regulation of the insurance industry, that insurance companies make full payment of eligible insurance benefits to disaster survivors and others who receive federal assistance. The State must also take all reasonable steps to ensure that disaster survivors are aware of procedures for filing insurance claims and are informed of any state procedures instituted for assisting insured disaster survivors.

- C. COOPERATION.** The State agrees, on its behalf and on behalf of its political subdivisions and others that receive federal assistance, to cooperate with the Federal Government in seeking recovery of federal assistance against any party or parties whose intentional acts or omissions or whose negligence or other tortious conduct may have caused or contributed to the damage or hardship for which federal assistance was provided under this Agreement. If applicable, FEMA will treat recovered funds as duplicated benefits available to the Recipient/subrecipient in accordance with Section 312 of the Stafford Act (codified as amended at 42 U.S.C. § 5155).

- D. STATE RESPONSIBILITIES.** The State is responsible for recovering federal assistance expended in error, misrepresentation, fraud, or for costs otherwise disallowed or unused.

1. The State must adjust its expenditures as it recovers funding and will report these adjustments quarterly on the Federal Financial Report, SF-425.
2. The State must designate on its quarterly progress reports the applicants/subrecipients from which they have not processed recoveries but from which recoveries are due FEMA.
3. The State must notify FEMA of any potential debt as a result of federal funds expended in error, misrepresentation, fraud, or for costs otherwise disallowed or unused.
4. The State must report all cases of suspected fraud to the DHS Office of Inspector General. The State must cooperate with any investigation conducted by the DHS Office of Inspector General.



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5. The State must cooperate with FEMA regarding any and all lawsuits that may result from the State or FEMA's attempt to recover funds or disallow costs.

**E. STATUTE OF LIMITATIONS**

1. General. The 3-year statute of limitations limiting FEMA's ability to initiate an administrative action to recover funds paid as provided for in Section 705(a) of the Stafford Act (codified as amended at 42 U.S.C. § 5205(a)) begins with:
  - a. PA and HMGP. The State's submission of final expenditure report described in paragraph V.B.1, 2, 3, 4, and 5.
  - b. IA Subawards. The State's submission of the final expenditure report described in paragraph V.B.6.
  - c. IA Grant Awards. The State's submission of the Final Federal Financial Report described in paragraph V.A for any portion of work under an IA grant completed by the State directly and not through a subaward.
2. Initiation of an Administrative Action to Recover Payment. The initiation of an administrative action to recover payment includes FEMA's written notice to the State or a subrecipient of a questioned or disallowed cost or improper payment (including a request for information concerning such cost or payment) and written notice to the State or a subrecipient of a FEMA or 3<sup>rd</sup> party review or audit.

- F. REFUNDS, REBATES AND CREDITS**. The State must transfer to FEMA the appropriate share, based on the federal support percentage, of any refund, rebate, credit or other amounts arising from the performance of this agreement. The State must take necessary action to promptly collect all monies due or which may become due and if applicable, to cooperate with the Federal Government in any claim or suit in connection with amounts due.

**VII. CONSTRUCTION REQUIREMENTS**

The State must ensure that all applicable federal, state, and local permits and approvals are obtained and all permit conditions are addressed before the start of any construction activity, including FEMA and Recipient/subrecipient compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other applicable environmental laws and executive orders. All construction should be in accordance with approved permits, projects plans and specifications, applicable building codes, and program guidance.

**VIII. PERFORMANCE PERIODS**

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- A. **PROGRAM/GRANT AWARD.** The State will complete all grant award activities, including all projects and/or activities approved under each grant award, within the time period prescribed in FEMA regulations, program guidance, and the award documents.
- B. **EXTENSIONS.** The State will include with any written request for an extension information and documentation to support the amendment and a schedule for completion as detailed in federal regulations and FEMA guidance and policies. FEMA may approve subsequent work, monetary increase amendments, or activity time extension amendments only if the State submits all financial and performance reports to the Regional Office. FEMA will only approve extensions to the federal grant award period of performance or project completion timelines (if applicable) that comply with program regulatory timeframes. FEMA will not approve extensions for delays caused by lack of non-federal share funding.

**IX. REMEDIES FOR NONCOMPLIANCE**

FEMA may take action as it determines appropriate under the circumstances including but not limited to withholding of payments, disallowance of costs, suspension or termination of the award if the State or subrecipient fails to comply with applicable Federal statutes, regulations, or the terms of this Agreement pursuant to 2 C.F.R. § 200.339 (*Remedies for Noncompliance*).

**X. ATTACHMENTS, PROGRAMMATIC ADDENDUMS AND AMENDMENTS**

- A. **ATTACHMENTS.** Attached and made part of this Agreement are the following Attachments which contain terms and conditions applicable to all assistance provided under this Agreement:

**Attachment 1:** List of State Certification Officers

**Attachment 2:** Certification Regarding Lobbying

**Attachment 3:** List of Designated Programs and Areas

- B. **PROGRAMMATIC ADDENDUMS.** Attached and also made part of this Agreement are the following Programmatic Addendums, which unless indicated otherwise in **Attachment 1** may be signed or agreed to on behalf of the State by the Governor's Authorized Representative (GAR) listed in **Attachment 1**, and are included on a case by case basis depending on the assistance designated and whether additional terms and conditions for implementation of specific assistance programs are needed:

Public Assistance Programmatic Addendum:

- Subpart A: PA Performance Measures as needed
- Subpart B: Alternative Procedures, as needed

Hazard Mitigation Grant Program Programmatic Addendum:



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• Subpart A: HIMGP Performance Measures

**XI. AMENDMENTS.** This Agreement may be amended at any time by written approval of both parties. Executed amendments will be numbered and appended to this agreement in the order that they are executed. Electronic copies of executed amendments will be transmitted to the FEMA Declarations Unit.

**XII. SIGNATURES AND EFFECTIVE DATE**

- A. COUNTERPART SIGNATURES.** This Agreement may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a .pdf format data file, such signature will create a valid and binding obligation of the party executing with the same force and effect as if such facsimile or .pdf signature page were an original thereof.
- B. EFFECTIVE DATE.** This FEMA-State Agreement becomes effective on the date of signature by the last party.

**AGREED:**

  
\_\_\_\_\_  
David Y. Ige  
Governor

Mar 7, 2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Robert J. Fenton  
Regional Administrator

MAR 09 2022  
\_\_\_\_\_  
Date

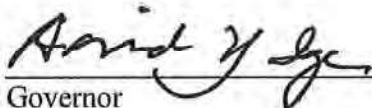
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**ATTACHMENT 1  
LIST OF STATE CERTIFICATION OFFICERS**

1. The Governor hereby certifies that Luke P. Meyers is the Governor's Authorized Representative (GAR) empowered to execute on behalf of the State all necessary documents for federal assistance, including approval of subawards and certification of claims for Public Assistance. David A. Lopez, Matthew W. Wall, Lorinda Wong-Lau, and Kari K. Rachlin are the Alternate GARs and are similarly empowered.
2. The GAR, named above, is responsible for State performance of hazard mitigation activities under this Agreement and, further, Lorinda Wong-Lau is designated as the State Hazard Mitigation Officer for the purposes of such hazard mitigation activities.
3. The Governor hereby certifies that Luke Meyers and David A. Lopez are the State Coordinating Officer (SCO) and Alternate SCO, respectively, who will act in cooperation with the Federal Coordinating Officer under this Declaration.
4. The Governor hereby certifies that Carlos O. Rowe is the representative of the State authorized to receive donations or loans of surplus property on behalf of the State and to execute certification, agreements, and other necessary documents with regard thereto.
5. The Governor hereby certifies that Kara K. Rachlin is the State official authorized to execute compliance reports, carry out compliance reviews, and distribute informational material as required by FEMA to ensure that all recipients of federal assistance are in full compliance with FEMA nondiscrimination regulations (44 CFR Part 7, *Nondiscrimination in Federally-Assisted Programs* and 44 C.F.R. § 206.11, *Nondiscrimination in disaster assistance*).
6. The Governor hereby certifies that Kara K. Rachlin is the State official who will execute compliance reports, carry out compliance reviews, and distribute informational material as required by FEMA to ensure that all recipients of federal assistance are in compliance with the General Services Administration List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
7. The GAR or Alternate GAR will submit a signed memo to the FEMA Regional Office stating any change in State officials.

Restrictions on approval authority of the above-named officials: None.

Agreed:

  
Governor

Mar 7, 2022

Date



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ATTACHMENT 2  
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

This certification is required by the regulations implementing the New Restrictions on Lobbying, 44 C.F.R. Part 18. The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Luke P. Meyers, Governor's Authorized Representative

Name and Title of Authorized Representative

  
\_\_\_\_\_  
Signature

Feb 28, 2022  
\_\_\_\_\_  
Date

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**ATTACHMENT 3**

**LIST OF DESIGNATED AREAS AND PROGRAMS**

Eligible applicants within the City and County of Honolulu and Maui County are eligible to apply for assistance under the Public Assistance program.

Eligible applicants within the State of Hawaii are eligible to apply for assistance under the Hazard Mitigation Grant Program.



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**PUBLIC ASSISTANCE PROGRAMMATIC ADDENDUM**

**SUBPART A: PA GRANT PERFORMANCE GOALS**  
*(TBD per new requirements in 2 CFR § 200.211)*

**SUBPART B: ALTERNATIVE PROCEDURES**

**1. Prevailing Terms and Conditions.**

FEMA has adopted several alternative procedures for the provision of Public Assistance (PA) as a pilot program pursuant to Section 428 of the Stafford Act (codified as amended at 42 U.S.C. § 5189f). These alternative procedures are provided for in the *Public Assistance Program and Policy Guide*, version 4 (applicable to Stafford Act emergencies and major disasters declared on or after June 1, 2020), the terms and conditions of which are incorporated by reference into this Agreement. Participation in the alternative procedures is at the election of the PA applicant.

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**HAZARD MITIGATION PROGRAMMATIC ADDENDUM**

**SUBPART A: HMGP PERFORMANCE GOALS**

The key purpose of HMGP is to the opportunity to take critical mitigation measures to reduce the risk of loss of life and property from future disasters. To achieve this, States must use their HMGP funding to support the development and update of state and local hazard mitigation plans and the completion of hazard mitigation projects based on the State, Tribal and local Hazard Mitigation plan.

The milestone described below will allow FEMA to assess the performance of the State in taking advantage of opportunities after a disaster, making the entire state more resilient.

**State HMGP Award Performance Metric**

1. All progress reports must be complete and submitted on time. Information in reports must accurately describe award and subaward activities, including data related to the completion of individual property acquisitions. Incomplete progress reports which do not provide information on all open awards and subawards or include all information required by the program guidance are not considered on-time.
2. All Federal Financial Reports (FFR), Standard Form (SF) SF-425 are submitted on time.

**End of Attachment 2**

## **Attachment 3**

### **Hawaii Emergency Management Agency (HI-EMA)**

#### **GENERAL TERMS AND CONDITIONS**

Department of Homeland Security (DHS)/ Federal Emergency Management Agency (FEMA)

#### **Grants**

As used throughout this MOA, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. "MOA" means this Memorandum of Agreement.
- b. "HI-EMA" means the Hawaii Emergency Management Agency, as a state agency, any division, section, office, unit or other entity of the HI-EMA, or any of the officers or other officials lawfully representing that Department. HI-EMA is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this MOA.
- c. "Subrecipient" when capitalized is primarily used throughout this MOA in reference to the non-federal entity identified on this MOA that has received a subaward from HI-EMA. However, the definition of "Subrecipient" is the same as in 2 CFR 200.1 for all other purposes.
- d. "Monitoring Activities" means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities, and policies.

#### **ADVANCE PAYMENTS PROHIBITED**

HI-EMA shall make no payments in advance or in anticipation of goods or services to be provided under this MOA unless otherwise stipulated. Subrecipient shall not invoice the HI-EMA in advance of delivery and invoicing of such goods or services unless otherwise stipulated and approved.

#### **AMENDMENTS AND MODIFICATIONS**

The Subrecipient or HI-EMA may request, in writing, an amendment or modification of this MOA. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of HI-EMA and the Subrecipient. No other understandings or MOAs, written or oral, shall be binding on the parties.

#### **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.**

The Subrecipient 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.

#### **ASSURANCES**

HI-EMA and Subrecipient agree that all activity pursuant to this MOA will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

#### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY**

As federal funds are a basis for this MOA, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this MOA by any federal department or agency.

The Subrecipient shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Subrecipient for this MOA shall be incorporated into this MOA by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative MOA) that are expected to equal or exceed \$25,000, and subawards to Subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (<https://sam.gov/SAM>) maintained by the federal government.

#### **CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING**

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative MOA, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative MOA; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this MOA, grant, loan, or cooperative MOA, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative MOAs) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

#### **COMPLIANCE WITH APPLICABLE STATUTES, RULES AND POLICIES**

The Subrecipient and all its contractors and subrecipients shall comply with, and HI-EMA is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163,

as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended).

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, HI-EMA may rescind, cancel, or terminate the MOA in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

#### **CONFLICT OF INTEREST**

No officer or employee of HI-EMA; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this MOA.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

#### **CONTRACTING & PROCUREMENT**

- a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original MOA award. The procurement process followed shall be in accordance with 2 CFR 200.317 General procurement standards through 200.327 Contract provisions.

**As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this MOA must include the following provisions, as applicable:**

- a. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
- b. **Equal Employment Opportunity.** Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.



- c. **Davis-Bacon Act**, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- d. **Contract Work Hours and Safety Standards Act** ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. **Rights to Inventions Made Under a Contract or Agreement**. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- f. **Clean Air Act** ([42 U.S.C. 7401-7671q](#).) and the **Federal Water Pollution Control Act** ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable

standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671g](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- g. **Debarment and Suspension (Executive Orders 12549 and 12689)** A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- h. **Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))** - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- i. **Procurement of recovered materials.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- j. **Prohibition on certain telecommunications and video surveillance services or equipment.** Federal grant funds may not be used to purchase equipment, services or systems that uses, "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered Telecommunications" means: purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Video surveillance and telecommunications equipment produced by Hytera Communication Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- k. **Domestic Preferences for Procurements.** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other

manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

- I. All contracting MOAs entered into pursuant to this MOA shall incorporate this MOA by reference.

### **SINGLE AUDIT ACT REQUIREMENTS**

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Non-federal entities, as Subrecipients of a federal award, that expend \$750,000 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 2 CFR Part 200 Subpart F. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Hawaii State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient 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 Subrecipient must respond to HI-EMA's requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. HI-EMA reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to HI-EMA at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

Hawaii Emergency Management Agency  
Attention: Finance & Administration Office, Grants Management Section  
4204 Diamond Head Road  
Honolulu, HI 96816

HI-EMA retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit

requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

**End of Attachment 3**

## Attachment 4

PA-09-HI-4639-PW-00001(0) <u>P</u>	
Applicant Name:	Application Title:
STATE OF HAWAII - DEPT OF LAND & NATURAL RESOURCES	670066 - Hazardous Leaning & Fallen Tree Debris Removal
Period of Performance Start:	Period of Performance End:
02-15-2022	08-15-2022

### ***Subgrant Application - Entire Application***

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**Application Title:** 670066 - Hazardous Leaning & Fallen Tree Debris Removal

**Application Number:** PA-09-HI-4639-PW-00001(0)

**Application Type:** Subgrant Application (PW)

#### Preparer Information

Prefix  
First Name CHRISTOPHER  
Middle Initial E  
Last Name RULEY  
Title PDMG  
Agency/Organization Name Hawaii Emergency Management Agency/Department of Defense  
Address 1 3949 Diamond Head Road  
Address 2  
City Honolulu  
State HI  
Zip 96816 - 4413  
Phone 808-733-4300  
Email luke.p.meyers@hawaii.gov

Is the application preparer the Point of Contact? No

#### Point of Contact Information

Prefix  
First Name Denise  
Middle Initial  
Last Name Manuel  
Title Engineer  
Agency/Organization State of Hawaii, Department of Land and Natural Resources  
Address 1 1151 Punchbowl Street, Room 221  
Address 2  
City Honolulu  
State HI  
ZIP 96813  
Phone 000-000-0000  
Fax



Email denise.m.manuel@hawaii.gov

Alternate Point of Contact Information

Prefix

First Name Dina

Middle Initial

Last Name Lau

Title Engineer

Agency/Organization

Address 1

Address 2

City

State

ZIP

Phone 808-587-0244

Fax

Email dina.u.lau@hawaii.gov

Project Description

Disaster Number: 4639

Pre-Application Number: PA-09-HI-4639-RPA-0001

Applicant ID: 000-UQUJO-00

Applicant Name: STATE OF HAWAII - DEPT OF LAND & NATURAL RESOURCES

Subdivision:

Project Number: 670066

Standard Project Number/Title: 199 - Debris Removal

Please Indicate the Project Type: Neither Alternate nor Improved

Application Title: 670066 - Hazardous Leaning & Fallen Tree Debris Removal

Category: A.DEBRIS REMOVAL

Percentage Work Completed? 50.0 %

As of Date: 06-10-2022

Comments

Attachments

Damage Facilities (Part 1 of 2)

Facility (Site) Number	Facility (Site) Name	Address	County	City	State	ZIP	Previously Damaged?	Action
1	Damage #1215582; Tree Debris over Nuuanu Stream				HI		No	
2	Damage #1215583; Tree Debris Awele Ditch				HI		No	

Comments

Attachments

Facility (Site) Name:	Damage #1215582; Tree Debris over Nuuanu Stream
Address 1:	
Address 2:	
County:	
City:	
State:	HI
ZIP:	
Damage Category:	A
Was this facility (site) previously damaged?	No
Percentage Work Completed?	100.00 %
Location:	PA-09-HI-4639-PW-00001(0): Nuuanu Stream, State of Hawaii, Department of Land and Natural Resources
Damage Description and Dimensions:	<p>PA-09-HI-4639-PW-00001(0): The Disaster #4639DR, which occurred between 12/5/2021 and 12/10/2021 , caused:</p> <p>Damage #1215582; Tree Debris over Nuuanu Stream</p> <p>During the incident period 12/5/2021 through 12/10/2021, a(n) Severe Storm(s) deposited the following debris throughout State of Hawaii, Department of Land and Natural Resources. Large Monkey Pod Tree was blown over and uprooted across Nuuanu Stream, presenting an immediate threat to the surrounding residences and temple upstream, and threatening infrastructure downstream, including a drainage outlet pipe/headwall (~30 LF), Bridge (~100-150 LF), and School (~200 LF).</p> <p>Nuuanu Stream, a Waterway, located at 21.321154 -157.851128, is 90 Foot long x 4 Foot in diameter, 1 each of Hazardous Leaning Trees. The work was completed between 12/10/2021 and 12/15/2021 by Contract, with a permit.</p> <p><b>SITE INSPECTION NOTES:</b></p> <ol style="list-style-type: none"> <li>1. Root ball was left in place after tree was cut and removed.</li> <li>2. Smaller limbs and branches were mulched and donated to Aloha Animal Sanctuary</li> <li>3. Tree's trunk was hauled to Dale Adams Milling and recycled.</li> <li>4. Contractor utilized Temple parking lot for staging, and removal of tree. No access/ground disturbance with equipment in stream.</li> </ol>
Scope of Work:	<p>PA-09-HI-4639-PW-00001(0): 1215582 Tree Debris over Nuuanu Stream</p> <p>Work Completed</p> <p>The applicant utilized contracts for debris removal operations throughout the State of Hawaii, Department of Land and Natural Resources between 12/10/2021 and 12/15/2021.</p> <p>The temporary staging area is located at Honolulu Myohoji Mission - Buddhist temple at 2003 Nuuanu Avenue, Honolulu, Hawaii 96817 [GPS: 21.32134, -157.85125].</p>

The final disposal site is located at Aloha Animal Sanctuary at 47-119 Pulama Rd., Kaneohe, Hawaii 96744 (3 CY of debris) [GPS: 21.47028, -157.84567] and Dale Adams Milling/Hawaii Kalikimaka Farms at 41-878 KAULUKANU ST, KAILUA, Hawaii 96734 (41 CY of debris) [GPS: 21.33298, -157.72844].

Sunshine Arbor, Inc.

Removed 1 each of Hazardous Leaning Trees, 90 ft x 4 feet diameter (GPS location: 21.321154 -157.851128)

Work Completed Totals

Contracts: \$57,999.97

Work Completed Total: \$57,999.97

Scope Notes:

1. Tree was cut and lifted over fence adjacent to stream, into temple parking lot, chipped, and hauled away. No equipment was used within stream, only manual labor and crane used to pull debris out from stream. Contractor utilized Temple parking lot for staging, and removal of tree. No access/ground disturbance with equipment in stream.

2. Debris and smaller limbs mulched and donated to Aloha Animal Sanctuary at 47-119 Pulama Rd., Kaneohe, Hawaii 96744; and larger trunk debris brought to Dale Adams Milling/Hawaii Kalikimaka Farms at 41-878 KAULUKANU ST, KAILUA, Hawaii 96734 to be processed into planks at contractors discretion.

3. Tree was cut at 3ft from base and stump/rootball left intact.

Project Notes:

1. All costs for work completed have been validated. See document labeled ST 670066 Cost Estimate.xlsx.

2. All site estimates for work to be completed were generated using RSMeans. See document labeled ST 670066 Cost Estimate.xlsx.

3. All procurement documents attached have been reviewed. See document labeled State Procurement Office Hawaii Admin Rules - Goods, Services Construction.pdf,

4. All work will be completed within the applicants ROW. If staging of equipment and materials would be needed, that work will be staged within the applicants ROW.

5. Disposal of work to be completed is expected to be deposited at Dale Adams Milling/Hawaii Kalikimaka Farms at 41-878 KAULUKANU ST, KAILUA, Hawaii 96734.

#### Hazard Mitigation Proposal

\* Is effective mitigation feasible on this facility (site)? No

If you answered **Yes** to the above question, the next question is required

Will mitigation be performed on this facility (site)?

If you answered **Yes** to the above question, the next question is required

Do you wish to attach a Hazard Mitigation Proposal?

If you answered **Yes** to the above question, the next two questions are required

Please provide the Scope of Work for the estimate:

(maximum 4000 characters)		
Would you like to add the Hazard Mitigation Proposal as a cost line item to the project cost?		
GIS Coordinates		
Project Location	Latitude	Longitude
Nuuanu Stream, State of Hawaii, Department of Land and Natural Resources	21.321154	-157.85112
Facility (Site) Name:	Damage #1215583; Tree Debris Awele Ditch	
Address 1:		
Address 2:		
County:		
City:		
State:	HI	
ZIP:		
Damage Category:	A	
Was this facility (site) previously damaged?	No	
Percentage Work Completed?	0.00 %	
Location:	PA-09-HI-4639-PW-00001(0): Awele Ditch, State of Hawaii, Department of Land and Natural Resources	
Damage Description and Dimensions:	<p>PA-09-HI-4639-PW-00001(0): Damage #1215583; Tree Debris Awele Ditch</p> <p>During the incident period 12/5/2021 through 12/10/2021, a(n) Severe Storm(s) deposited the following debris throughout State of Hawaii, Department of Land and Natural Resources. High winds caused two trees to fall over Awele Ditch and onto resident fence line. Debris presents an immediate threat to the ditch and catchment basin which functions to divert storm water from DLNR land/mountain above, through appropriate drainage channels and prevent flooding in the residential area.</p> <p>Awele Ditch-Tree#1, a Public ROW, located at 21.401687 -157.781740, is 20 Foot long x 3 Foot in diameter, 1 each of Hazardous Leaning Trees. Work to be completed.</p> <p>Awele Ditch-Tree #2, a Public ROW, located at 21.401687 157.781740, is 25 Foot long x 4 Foot in diameter, 1 each of Hazardous Leaning Trees. Work to be completed.</p> <p><b>SITE INSPECTION NOTES:</b></p> <p>1. Debris removal will occur via access road and ditch as shown in photos and within Location Map illustration (pg. 2).</p>	
Scope of Work:	<p>PA-09-HI-4639-PW-00001(0): 1215583 Tree Debris Awele Ditch</p> <p>Work to be Completed</p> <p>The applicant will utilize contracts for debris removal operations throughout the State of Hawaii, Department of Land and Natural Resources.</p>	



	<p>A. Remove 1 each of Hazardous Leaning Trees, 20 Foot long x 3 Foot in diameter (GPS location: 21.401687 -157.781740)</p> <p>B. Remove 1 each of hazardous Leaning Trees, 25 Foot long x 4 Foot in diameter (GPS location: 21.401687 157.781740)</p> <p>Work to be Completed Total: \$35,259.63</p> <p>Total Damage Inventory: \$35,259.63</p> <p>Scope Notes:</p> <p>1. Debris removal will occur via access road and ditch as shown in photos and within Location Map illustration (pg. 2).</p>
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Hazard Mitigation Proposal		
* Is effective mitigation feasible on this facility (site)?	No	
If you answered <b>Yes</b> to the above question, the next question is required		
Will mitigation be performed on this facility (site)?		
If you answered <b>Yes</b> to the above question, the next question is required		
Do you wish to attach a Hazard Mitigation Proposal?		
If you answered <b>Yes</b> to the above question, the next two questions are required		
Please provide the Scope of Work for the estimate: (maximum 4000 characters)		
Would you like to add the Hazard Mitigation Proposal as a cost line item to the project cost?		
GIS Coordinates		
Project Location	Latitude	Longitude
Awele Ditch, State of Hawaii, Department of Land and Natural Resources	21.401687	-157.78174

Special Considerations		
1. Does the damaged facility or item of work have insurance coverage and/or is it an insurable risk (e.g., buildings, equipment, vehicles, etc)?	No	
2. Is the damaged facility located within a floodplain or coastal high hazard area and/or does it have an impact on a floodplain or wetland?	Yes	
3. Is the damaged facility or item of work located within or adjacent to a Coastal Barrier Resource System Unit or an Otherwise Protected Area?	No	
4. Will the proposed facility repairs/reconstruction change the pre-disaster conditions (e.g., footprint, material, location, capacity, use of function)?	No	
5. Does the applicant have a hazard mitigation proposal or would the applicant like technical assistance for a hazard mitigation proposal?	No	
6. Is the damaged facility on the National Register of Historic Places or the state historic listing? Is it older than 50 years? Are there more, similar buildings near the site?	No	
7. Are there any pristine or undisturbed areas on, or near, the project site? Are there large tracts of forestland?	No	
8. Are there any hazardous materials at or adjacent to the damaged facility and/or item of work?	No	
9. Are there any other environmental or controversial issues associated with the damaged facility and/or item of work?	No	
Attachments		

Mitigation section is not applicable for your project category.

Cost Estimate
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Is this Project Worksheet for	
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<b>(Preferred) Repair</b>									
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
*** Version 0 ***									
<b>Work Completed</b>									
1	<a href="#">9102</a>	Contract Debris Removal	1	LS	\$ 57,999.97	OTHER	Work Completed	\$ 57,999.97	
<b>Work To Be Completed</b>									
2	<a href="#">9102</a>	Contract Debris Removal	1	LS	\$ 35,259.63	OTHER	Work To Be Completed	\$ 35,259.63	
<b>Total Cost :</b>								<b>\$ 93,259.60</b>	

Insurance Adjustments (Deductibles, Proceeds and Settlements) - 5900/5901									
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
<b>Total Cost :</b>								<b>\$ 0.00</b>	

<b>Total Cost Estimate:</b> (Preferred Estimate Type + Insurance Adjustments)								<b>\$ 93,259.60</b>	
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Comments
Attachments

#### Existing Insurance Information

Insurance Type	Policy No.	Bldg/Property Amount	Content Amount	Insurance Amount	Deductible Amount	Years Required	Facility (Site) No.
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Comments
Attachments

#### Comments and Attachments

Name of Section

Comment

Attachment

Bundle Reference # (Amendment #)	Date Awarded
PA-09-HI-4639-PW-00001(8)	08-08-2022

**Subgrant Application - FEMA Form 90-91**

**Note:** The Effective Cost Share for this application is 90%

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET												
DISASTER					PROJECT NO.		PA ID NO.		DATE		CATEGORY	
FEMA					4639		-		DR		-HI	
670066					000-UQUJO-00		06-10-2022		A			
APPLICANT: STATE OF HAWAII - DEPT OF LAND & NATURAL RESOURCES							WORK COMPLETE AS OF: 06-10-2022 : 50 %					
Site 1 of 2												
DAMAGED FACILITY:							COUNTY: Statewide					
Damage #1215582; Tree Debris over Nuuanu Stream												
LOCATION:							LATITUDE:		LONGITUDE:			
PA-09-HI-4639-PW-00001(0): Nuuanu Stream, State of Hawaii, Department of Land and Natural Resources							21.321154		-157.85112			
Current Version:												
DAMAGE DESCRIPTION AND DIMENSIONS:												
PA-09-HI-4639-PW-00001(0): The Disaster #4639DR, which occurred between 12/5/2021 and 12/10/2021 , caused:												
Damage #1215582; Tree Debris over Nuuanu Stream												
During the incident period 12/5/2021 through 12/10/2021, a(n) Severe Storm(s) deposited the following debris throughout State of Hawaii, Department of Land and Natural Resources. Large Monkey Pod Tree was blown over and uprooted across Nuuanu Stream, presenting an immediate threat to the surrounding residences and temple upstream, and threatening infrastructure downstream, including a drainage outlet pipe/headwall (~30 LF), Bridge (~100-150 LF), and School (~200 LF).												
Nuuanu Stream, a Waterway, located at 21.321154 -157.851128, is 90 Foot long x 4 Foot in diameter, 1 each of Hazardous Leaning Trees. The work was completed between 12/10/2021 and 12/15/2021 by Contract, with a permit.												
SITE INSPECTION NOTES:												
1. Root ball was left in place after tree was cut and removed.												
2. Smaller limbs and branches were mulched and donated to Aloha Animal Sanctuary												
3. Tree's trunk was hauled to Dale Adams Milling and recycled.												
4. Contractor utilized Temple parking lot for staging, and removal of tree. No access/ground disturbance with equipment in stream.												
Current Version:												
SCOPE OF WORK:												
PA-09-HI-4639-PW-00001(0): 1215582 Tree Debris over Nuuanu Stream												
Work Completed												
The applicant utilized contracts for debris removal operations throughout the State of Hawaii, Department of Land and Natural Resources between 12/10/2021 and 12/15/2021.												
The temporary staging area is located at Honolulu Myohoji Mission - Buddhist temple at 2003 Nuuanu Avenue, Honolulu, Hawaii 96817 [GPS: 21.32134, -157.85125].												
The final disposal site is located at Aloha Animal Sanctuary at 47-119 Pulama Rd., Kaneohe, Hawaii 96744 (3 CY of debris) [GPS: 21.47028, -157.84567] and Dale Adams Milling/Hawaii Kalikimaka Farms at 41-878 KAULUKANU ST, KAILUA, Hawaii 96734 (41 CY of debris) [GPS: 21.33298, -157.72844].												
Sunshine Arbor, Inc.												
Removed 1 each of Hazardous Leaning Trees, 90 ft x 4 feet diameter (GPS location: 21.321154 -157.851128)												
Work Completed Totals												
Contracts: \$57,999.97												
Work Completed Total: \$57,999.97												
Scope Notes:												
1. Tree was cut and lifted over fence adjacent to stream, into temple parking lot, chipped, and hauled away. No equipment was used within stream, only manual labor and crane used to pull debris out from stream. Contractor utilized Temple parking lot for staging, and removal of tree. No access/ground disturbance with equipment in stream.												

2. Debris and smaller limbs mulched and donated to Aloha Animal Sanctuary at 47-119 Pu'ulama Rd., Kaneohe, Hawaii 96744; and larger trunk debris brought to Dale Adams Milling/Hawaii Kalikimaka Farms at 41-878 KAULUKANU ST, KAILUA, Hawaii 96734 to be processed into planks at contractors discretion.

3. Tree was cut at 3ft from base and stump/rootball left intact.

Project Notes:

1. All costs for work completed have been validated. See document labeled ST 670066 Cost Estimate.xlsx.

2. All site estimates for work to be completed were generated using RSMeans. See document labeled ST 670066 Cost Estimate.xlsx.

3. All procurement documents attached have been reviewed. See document labeled State Procurement Office Hawaii Admin Rules - Goods, Services Construction.pdf,

4. All work will be completed within the applicants ROW. If staging of equipment and materials would be needed, that work will be staged within the applicants ROW.

5. Disposal of work to be completed is expected to be deposited at Dale Adams Milling/Hawaii Kalikimaka Farms at 41-878 KAULUKANU ST, KAILUA, Hawaii 96734.

Current Version:

Site 2 of 2

DAMAGED FACILITY:

Damage #1215583; Tree Debris Awele Ditch

COUNTY: Statewide

LOCATION:

PA-09-HI-4639-PW-00001(0):  
Awele Ditch, State of Hawaii, Department of Land and Natural Resources

LATITUDE:  
21.401687

LONGITUDE:  
-157.78174

Current Version:

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-09-HI-4639-PW-00001(0):  
Damage #1215583; Tree Debris Awele Ditch

During the incident period 12/5/2021 through 12/10/2021, a(n) Severe Storm(s) deposited the following debris throughout State of Hawaii, Department of Land and Natural Resources. High winds caused two trees to fall over Awele Ditch and onto resident fence line. Debris presents an immediate threat to the ditch and catchment basin which functions to divert storm water from DLNR land/mountain above, through appropriate drainage channels and prevent flooding in the residential area.

Awele Ditch-Tree#1, a Public ROW, located at 21.401687 -157.781740, is 20 Foot long x 3 Foot in diameter, 1 each of Hazardous Leaning Trees. Work to be completed.

Awele Ditch-Tree #2, a Public ROW, located at 21.401687 157.781740, is 25 Foot long x 4 Foot in diameter, 1 each of Hazardous Leaning Trees. Work to be completed.

SITE INSPECTION NOTES:

1. Debris removal will occur via access road and ditch as shown in photos and within Location Map illustration (pg. 2).

Current Version:

SCOPE OF WORK:

PA-09-HI-4639-PW-00001(0):  
1215583 Tree Debris Awele Ditch

Work to be Completed

The applicant will utilize contracts for debris removal operations throughout the State of Hawaii, Department of Land and Natural Resources.

A. Remove 1 each of Hazardous Leaning Trees, 20 Foot long x 3 Foot in diameter (GPS location: 21.401687 -157.781740)

B. Remove 1 each of hazardous Leaning Trees, 25 Foot long x 4 Foot in diameter (GPS location: 21.401687 157.781740)

Work to be Completed Total: \$35,259.63

Total Damage Inventory: \$35,259.63

Scope Notes:

1. Debris removal will occur via access road and ditch as shown in photos and within Location Map illustration (pg. 2).

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site?

☐ Yes ☒ No

Special Considerations included? ☒ Yes ☐ No



Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
PROJECT COST					
ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			
1	9102	Contract Debris Removal	1/LS	\$ 57,999.97	\$ 57,999.97
		Work To Be Completed			
2	9102	Contract Debris Removal	1/LS	\$ 35,259.63	\$ 35,259.63
				<b>TOTAL COST</b>	\$ 93,259.60
PREPARED BY CHRISTOPHER E RULEY		TITLE PDMG	SIGNATURE		
APPLICANT REP. Denise Manuel		TITLE Engineer	SIGNATURE		

STATE OF HAWAII - DEPT OF LAND & NATURAL RESOURCES : PA-09-HI-4639-PW-00001					
Conditions Information					
Review Name	Condition Type	Condition Name	Description	Monitored	Status
Insurance Review	Conditions (Grant Specific)	Insurance	No insurance requirements will be mandated for the damages included in this project. Insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct buildings, contents, equipment, and vehicles (FEMA Recovery Policy FP 206-086-1).	No	Recommended
Final Review	Other (EHP)	Standard Condition #1	Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.	No	Approved

## Conditions Information

Final Review	Program Conditions (Program Specific)	Standard Conditions (2 of 2)	<p>DHS STANDARD TERMS AND CONDITIONS REQUIRED The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.</p> <p>UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS REQUIRED The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.</p> <p>CHANGES IN SCOPE OF WORK REQUIRED The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.</p> <p>Duplication of Federal Programs REQUIRED Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.</p>	No	Approved
Final Review	Program Conditions (Program Specific)	Standard Conditions (1 of 2)	<p>RECORD RETENTION/DOCUMENTATION REQUIRED As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all</p>	No	Approved

STATE OF HAWAII - DEPT OF LAND & NATURAL RESOURCES : PA-09-HI-4639-PW-00001				
		Conditions Information		
			<p>other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.</p> <p><b>PROCUREMENT</b> In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326. <b>SMALL PROJECTS</b> The Recipient must submit its certification of the subrecipient's completion of all of its small projects and compliance with all environmental and historic preservation requirements within 180 days of the applicant's completion of its last small project, or the latest approved deadline, whichever is sooner. <b>DISPOSITION OF PURCHASED EQUIPMENT AND SUPPLIES REQUIRED</b> When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314. <b>FEMA-STATE AGREEMENT REQUIRED</b> The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public</p>	

STATE OF HAWAII - DEPT OF LAND & NATURAL RESOURCES : PA-09-HI-4639-PW-00001					
			Conditions Information		
			Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.		
Final Review	Other (EHP)	Standard Condition #3	If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.	No	Approved
Final Review	Other (EHP)	National Historic Preservation Act (NHPA)	Chipping and disposal of woody debris by broadcasting must be contained within the existing rights-of-way, otherwise it must be taken to an appropriately licensed/permited landfill or waste facility.	No	Approved
Final Review	Other (EHP)	Standard Condition #2	This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.	No	Approved
EHP Review	Other (EHP)	National Historic Preservation Act (NHPA)	Chipping and disposal of woody debris by broadcasting must be contained within the existing rights-of-way, otherwise it must be taken to an appropriately licensed/permited landfill or waste facility.	No	Recommended
EHP Review	Other (EHP)	Standard Condition #3	If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.	No	Recommended
EHP Review	Other (EHP)	Standard Condition #2	This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.	No	Recommended
EHP Review	Other (EHP)	Standard Condition #1	Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.	No	Recommended

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
4	<a href="#">Final Review</a>	BURRIGHT ROCHELLE	08-04-2022 06:23 PM GMT	Verified by DIU - The CRC Net Cost in GM is equal to the total project cost in EMMIE and cost share matches in both systems. Project is ready for Award. RB/DIU/8.04.2022

**Internal Comments**

No.	Queue	User	Date/Time	Reviewer Comments
3	<a href="#">Insurance Review</a>	BURRIGHT ROCHELLE	08-04-2022 06:11 PM GMT	<p>6/10/2022</p> <p>Property insurance coverage for debris removal is limited to insured locations. Debris removal represented on this project does not include insured locations and are not insured or insurable. No insurance relief is anticipated.</p> <p>FEMA requires the Applicant to take reasonable efforts to pursue claims to recover insurance proceeds that it is entitled to receive from its insurer(s). In the event that any insurance proceeds are received for these expenses those proceeds must be reduced from FEMA Public Assistance funding to ensure no duplication of benefits has occurred.</p> <p>No duplication of benefits from insurance is anticipated for work described in this application. In the event any part or all costs are paid by an insurance policy, a duplication of benefits from insurance will occur. Applicant must notify grantee and FEMA of such recoveries and the Sub-Grant award amount must be reduced by actual insurance proceeds.</p> <p>No insurance requirements will be mandated for the damages included in this project. Insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct buildings, contents, equipment, and vehicles (FEMA Recovery Policy FP 206-086-1).</p> <p>No insurance Narrative will be produced or uploaded into documents or attachments.</p> <p>No O&amp;M is required for the facilities represented on this project.</p> <p>Ryan DeShong - Insurance Specialist - CRC West</p>
2	EHP Review	THOMACK CINDY	06-30-2022 12:38 AM GMT	<p>CAT A, 50% complete, State of Hawaii - Dept of Land &amp; Natural Resources, City and County of Honolulu, HI (Site 1. Nuuanu Stream: 21.321154, -157.851128. Site 2. Awele Ditch: 21.401687, -157.781740). The applicant utilized contracts at Site 1 to remove one (1) 90-foot x 4-foot diameter Monkey Pod tree that had fallen across the stream. All access and equipment staging was from the parking lot of the Honolulu Myohoji Mission - Buddhist temple at (21.32134, -157.85125). The debris was either mulched and given to the Aloha Animal Sanctuary at (21.47028, -157.84567) or donated to the Dale Adams Milling/Hawaii Kalikimaka Farms (21.33298, -157.72844). The applicant also will utilize contracts at Site 2 to remove a 20-foot-long x 3-foot-diameter and 25-foot-long x 4-foot-diameter Christmas Berry tree. Disposal will be at a licensed/permitted disposal facility.</p> <p>This project has been determined to be Statutorily Excluded from NEPA review in accordance with Section 316 of the Stafford Act. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.</p> <p>- dherdric - 06/29/2022 18:27:20 GMT Hawaii has no non-attainment areas for any criteria pollutant. The SOW associated with this PW is exempt from a conformity determination under the General Conformity Rule. - dherdric - 06/16/2022 20:57:49 GMT</p>



			Internal Comments	
No.	Queue	User	Date/Time	Reviewer Comments
				<p>FEMA-funded projects are not subject to Federal consistency certification and review under the Hawaii Coastal Zone Management Program according to <a href="https://coast.noaa.gov/data/czm/consistency/media/hi.pdf">https://coast.noaa.gov/data/czm/consistency/media/hi.pdf</a>. However, the applicant must contact the Hawaii Office of Planning for any additional CZMA permitting requirements if applicable. - dherdric - 06/16/2022 20:55:45 GMT</p> <p>Per 44 CFR part 9.5(c)(12) project is exempt from wetland management review. - dherdric - 06/16/2022 21:34:54 GMT</p> <p>The potentially affected area could have a high proportion of low-income or minority populations but impacts to such populations would not be disproportionately high and adverse. - dherdric - 06/16/2022 21:35:29 GMT</p> <p>The proposed project will not destroy or adversely modify suitable habitat and will not affect any other listed or proposed species under the jurisdiction of the US Fish and Wildlife Service or the National Marine Fisheries Service (the Services). It is therefore determined the proposed project would have "No Effect" on listed species and consultation with the Services under Section 7 of the Endangered Species Act is not required. See attached No Effect Determination Memo. - dherdric - 06/29/2022 22:20:51 GMT</p> <p>The project is located in the Central Pacific Flyway. However, based on the nature of activities, the SOW associated with this PW does not have the potential to take migratory birds. - dherdric - 06/16/2022 20:58:53 GMT</p> <p>Per 44 CFR part 9.5(c)(12) project is exempt from floodplain management review. - dherdric - 06/16/2022 21:32:50 GMT</p> <p>The Undertaking complies with First Tier Programmatic Allowance I.A.1.a. for debris removal. (Appendix B) of the Programmatic Agreement among FEMA, Hawaii SHPO, OHA, and Hawaii DOD (July 11, 2016). Thus, the Undertaking does not require SHPO review or notification per Stipulation II.A.1 of the Agreement. The debris at Site 1 was either chipped/mulched and donated for re-use at the Aloha Animal Sanctuary, 47-119 Pulama Rd, Kaneohe, HI 96744 or taken to Dale Adams Milling, Hawaii Kalikimaka Farms, 41-878 Kaulukanu St., Kailua, HI for processing into planks. The debris at site 2 will be taken to a licensed disposal center. All stump/rootball(s) will be left intact. See Condition. - dherdric - 06/16/2022 20:53:22 GMT</p>
1	<a href="#">Initial Review</a>	BURRIGHT ROCHELLE	06-10-2022 06:34 PM GMT	<p>DDD, SOW, Cost, and Insurance / Mitigation Review (if applicable) will be populated at Final Record Upload. RB/DIU/6.10.2022</p>

Go Back

**End of Attachment 4**

## Attachment 5

**2 CFR Part 200 Subpart F Audit Certification Form**

Audits of States, Local Governments, Indian Tribes, and Non-Profit Organizations

Contact Information	
Subrecipient Name (Agency, Local Government, or Organization):	
Authorized Chief Financial Officer (Central Accounting Office):	
Address:	
Email:	Phone #:

**Purpose:** As a pass-through entity of federal grant funds, the Hawaii Emergency Management Agency (HI-EMA) is required by 2 CFR Part 200 Subpart F to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and verify that subrecipients expending \$750,000 or more in federal awards during their fiscal year have met the 2 CFR Part 200 Subpart F Audit Requirements. Your entity is a subrecipient subject to such monitoring by HI-EMA because it is a non-federal entity that expends federal grant funds received from the HI-EMA as a pass-through entity to carry out a federal program. 2 CFR Part 200 Subpart F should be consulted when completing this form.

**Directions:** As required by 2 CFR Part 200 Subpart F, non-federal entities that expend \$750,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity *is not* subject to these requirements, you must complete Section A of this Form. If your entity *is* subject to these requirements, you must complete Section B of this form. When completed, you must sign, date, and return this form with your grant agreement and every fiscal year thereafter until the grant agreement is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs, and suspension or termination of federal awards.

SECTION A: Entities NOT subject to the audit requirements of 2 CFR Part 200 Subpart F
<p>Our entity is not subject to the requirements of 2 CFR Part 200 Subpart F because (check all that apply):</p> <p><input type="checkbox"/> We did not expend \$750,000 or more of <i>total</i> federal awards during the fiscal year.</p> <p><input type="checkbox"/> We are a for-profit agency.</p> <p><input type="checkbox"/> We are exempt for other reasons (describe):</p> <p>However, by signing below, I agree that we are still subject to the audit requirements, laws and regulations governing the program(s) in which we participate, that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees, and that HI-EMA may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.</p>
SECTION B: Entities that ARE subject to the audit requirements of 2 CFR Part 200 Subpart F
<p>(Complete the information below and check the appropriate box)</p> <p><input type="checkbox"/> We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] _____ for Fiscal Year ending [enter date] _____. There were no findings related to federal awards from HI-EMA. No follow-up action is required by HI-EMA as the pass-through entity.</p> <p><b>A complete copy of the audit report, which includes exceptions, a corrective action plan and management response is either provided electronically to <a href="mailto:dod.hiema.admin@hawaii.gov">dod.hiema.admin@hawaii.gov</a> or provide the state auditor report number: _____.</b></p> <p><input type="checkbox"/> We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] _____ for Fiscal Year ending [enter date] _____. There were findings related to federal awards.</p> <p><b>A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to <a href="mailto:dod.hiema.admin@hawaii.gov">dod.hiema.admin@hawaii.gov</a> or provide the state auditor report number: _____.</b></p> <p><input type="checkbox"/> Our completed 2 CFR Part 200 Subpart F Audit will be available on _____ [enter date] for Fiscal Year ending _____ [enter date]. We will provide a electronic copy of the audit report to <a href="mailto:dod.hiema.admin@hawaii.gov">dod.hiema.admin@hawaii.gov</a> at that time or provide the state auditor report number: _____.</p>

I hereby certify that I am an individual authorized by the above-identified entity to complete this form. Further, I certify that the above information is true and correct, and all relevant material findings contained in audit report/statement have been disclosed. Additionally, I understand this form is to be submitted every fiscal year for which this entity is a subrecipient of federal award funds from HI-EMA until the grant agreement is closed.

Signature of Authorized Chief Financial Officer: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

**End of Attachment 5**

## Attachment 6

## Federal Funding Accountability and Transparency Act (FFATA) Certification Form

Certification Information	
Type of FFATA Certification:	Initial Subrecipient FFATA Certification
Subrecipient Organization Information	
Subrecipient Organization Legal Name:	
Subrecipient Primary Address: (Street, City, State, ZIP + 4)	
Subrecipient Location of Performance Address: (if different from Primary)	
Subrecipient Unique Entity Identifier (UEI):	
Parent Organization UEI:	
Authority	
<p>The Federal Funding Accountability and Transparency Act (FFATA – P.L. 109-282, as amended by section 6202(a) of P.L. 110-252) requires the Office of Management and Budget (OMB) to maintain a single, searchable website that contains information on all Federal spending awards. That site is at <a href="http://www.USASpending.gov">www.USASpending.gov</a>.</p> <p>All federal awards of \$25,000 or more, as of October 1, 2010, are subject to FFATA reporting requirements. The FFATA's definition of "federal awards" includes not only prime awards for grants, cooperative agreements, loans, and contracts, but also includes subgrants and subcontracts. Prime recipients (also known as grantees), such as the State of Hawaii, Department of Defense, Hawaii Emergency Management Agency (HI-EMA), must report subgrants of federal grants where the subgrants are \$25,000 or more.</p> <p>FFATA requires specific data be reported for federal awards, including the Unique Entity Identifier (UEI) for the subrecipient organization.</p>	
Questions	
1. In your organization's preceding completed fiscal year, did your organization receive: (1) 80 percent or more of your annual gross revenues from U.S. Federal contracts, subcontracts, loans, grants, subgrant, and/or cooperative agreements?	<input type="radio"/> Yes <input type="radio"/> No
2. If you answered yes above, does the public have access to information about the compensation of the executives in your organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?	<input type="radio"/> Yes <input type="radio"/> No
<p>If you answered "Yes" to question #1 and "No" to question #2, please provide the names and compensation amounts for the top five executives in your organization below.</p>	
Executive Compensation	
Executive 1, Name:	
Total Compensation Amount:	
Executive 2, Name:	
Total Compensation Amount:	
Executive 3, Name:	
Total Compensation Amount:	
Executive 4, Name:	
Total Compensation Amount:	
Executive 5, Name:	
Total Compensation Amount:	
Certification	
<p>I hereby certify that I am an individual authorized by the above identity entity (subrecipient) to complete this form. Further I certify that the above information is true and correct. Additionally, I understand this form is to be completed on an annual basis no later than June 30<sup>th</sup> until the subaward agreement has officially closed.</p>	
_____ Authorized Representative (signature)	_____ Date
_____ Authorized Representative (print)	_____ Title

Clear Form



**End of Attachment 6**

# Hawaii Emergency Management Agency (HI-EMA)

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## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

### PURPOSE

Federal regulations prohibit participants in federal non-procurement transactions from purchasing goods and services from organizations excluded from participation in federal programs due to debarment or suspension. These regulations are implemented under Executive Order 12549, Debarment and Suspension, 2 CFR Part 180. The Certification below must be returned to the Hawaii Emergency Management Agency Grants Management Section. The form requires you to certify that neither your agency nor principals of the firm are debarred or suspended from participating in federal non-procurement transactions.

### CERTIFICATION

- (1) The participant certifies, by submission of this certification, that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

---

Subrecipient Entity Name

---

Name and Title of Authorized Representative

---

Date

---

Authorized Signature

---

Date

**End of Attachment 7**

# BLNR L-1 Submittal 01-27-23

Final Audit Report

2023-01-05


Created:	2023-01-04
By:	Joann Kapeliela (joann.m.kapeliela@hawaii.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAACxax-wkGUokFIh1f-1weLL0d8hyqBu1w

## "BLNR L-1 Submittal 01-27-23" History


-  Document created by Joann Kapeliela (joann.m.kapeliela@hawaii.gov)  
2023-01-04 - 11:10:27 PM GMT
-  Document emailed to Denise Manuel (Denise.M.Manuel@hawaii.gov) for approval  
2023-01-04 - 11:12:34 PM GMT
-  Email viewed by Denise Manuel (Denise.M.Manuel@hawaii.gov)  
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