



Michael P. Victorino  
Mayor

COUNTY OF MAUI  
**EMERGENCY MANAGEMENT AGENCY**

200 South High Street  
Wailuku, HI 96793  
Phone: 808.270.7285; fax: 808.270.7275  
Email: [emergency.management@mauicounty.gov](mailto:emergency.management@mauicounty.gov)  
OFFICE OF THE MAYOR



Herman Andaya  
Emergency Management  
Administrator

June 26, 2020

Ms. Michele Yoshimura  
Budget Director, County of Maui  
200 South High Street  
Wailuku, Hawaii 96793

Honorable Michael P. Victorino  
Mayor, County of Maui  
200 South High Street  
Wailuku, Hawaii 96793

For Transmittal to:

Alice Lee, Council Chair  
And Members of Maui County Council  
200 South High Street  
Wailuku, Hawaii 96793

Dear Chair Lee:

**SUBJECT: GRANT REVENUE – EMERGENCY MANAGEMENT PERFORMANCE GRANT**

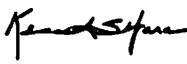

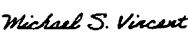

In accordance with Ordinance No. 4988, Bill 36 (2019), Fiscal Year 2020 Budget, we are hereby transmitting to you a copy of the notice of grant award from the State of Hawaii, Hawaii Emergency Management Agency for the program listed above for the period of July 1, 2019 to December 30, 2020 in the amount of \$125,000.00.

Thank you for your attention to this matter. Should you have any questions, please feel free to contact me at ext. 7281.

Sincerely,

HERMAN ANDAYA  
Administrator  
Maui Emergency Management Agency

COUNTY COMMUNICATION NO. 20-337

<b>Hawaii Emergency Management Agency</b> <b>Hawaii Department of Defense</b>			
<b>Emergency Management Performance Grant - Subrecipient Award</b>			
<b>Subrecipient Name and Address:</b> Maui Emergency Management Agency 200 South High Street Wailuku, HI 96793		<b>Grant Period of Performance:</b> Start Date - 07/01/2019 End Date - 12/15/2020	
<b>Subrecipient DUNS Number:</b> 077680155	<b>Grant Agreement #:</b> EMF-2019-EP-00006-HIEMA-02	<b>Grant Agreement Amount:</b> \$125,000	
<b>Federal Funding Identification #:</b> EMF-2019-EP-00006		<b>Notice of Funding Opportunity (NOFO) Title:</b> FY 2019 Emergency Management Performance Grant (EMPG)	
<b>Total Federal Amount:</b> \$3,526,926	<b>Federal Award Date:</b> September 5, 2019	<b>CFDA Number and Title:</b> 97.042 EMPG FY 2019	
<b>Name of Federal Awarding Agency:</b> Department of Homeland Security Federal Emergency Management Agency		<b>Name of State Administering Agency (SAA):</b> Hawaii Emergency Management Agency Hawaii Department of Defense	
<b>Instructions/Comments</b> <ul style="list-style-type: none"> <li>Subrecipient Award shall be in effect for the duration of the project period stated above. Funds shall be made available on the Subrecipient Award date. The award shall be signed by the agencies below and a copy be returned to the Hawaii Emergency Management Agency - Hawaii Department of Defense, by <b>December 13, 2019</b>.</li> <li>The Subrecipient Award is made in the amount and for the project period referenced above to the Subrecipient identified above. This Subrecipient Award is subject to compliance with the general conditions governing grants and subrecipient awards and any attached Certified Assurances or Special Conditions. This Subrecipient Award is subject to compliance with all federal, state laws, and all guidelines identified in the above-mentioned Notice of Funding Opportunity.</li> <li>The Subrecipient acknowledges that since this Agreement 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 the Hawaii Department of Defense, 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.</li> </ul>			
Whereas, 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; align-items: flex-end;"> <div style="text-align: center;">             Signature            Kenneth S. Hara, Major General            Hawaii National Guard            Director of Hawaii Emergency Management         </div> <div style="text-align: center;">           Jun 19, 2020            Date         </div> </div>		<b>FOR THE SUBRECIPIENT:</b>  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">             Signature            Michael P. Victorino, Mayor            Maui County         </div> <div style="text-align: center;">           4/7/20            Date         </div> </div>	
<b>APPROVED AS TO FORM AND LEGALITY (if applicable):</b>  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">             Applicant's Legal Review            Michael Vincent            Deputy Attorney General         </div> <div style="text-align: center;">           Jun 18, 2020            Date         </div> </div>		<b>APPROVED AS TO FORM AND LEGALITY (if applicable):</b>  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">             Applicant's Legal Review            Caleb Rowe            Corporation Council         </div> <div style="text-align: center;">           1/7/2020            Date         </div> </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 Emergency Management Agency Hawaii Department of Defense	
Name	Anthony J. Joyce	Name	Luke Meyers
Title	Hazard Mitigation Specialist	Title	Executive Officer
E-Mail	Anthony.Joyce@mauicounty.gov	E-Mail	<a href="mailto:Luke.p.meyers@hawaii.gov">Luke.p.meyers@hawaii.gov</a>
Phone	808-270-7286	Phone	808-733-4300
Name	Herman Andaya	Name	Thomas L. Travis
Title	Administrator	Title	Administrator
E-Mail	Herman.Andaya@mauicounty.gov	E-Mail	<a href="mailto:Thomas.l.travis@hawaii.gov">Thomas.l.travis@hawaii.gov</a>
Phone	808-270-7285	Phone	808-733-4300
Name		Name	
Title		Title	
E-Mail		E-Mail	
Phone		Phone	

## ARTICLE II - PROGRAM DESCRIPTION

- The Fiscal Year (FY) 2019 Emergency Management Performance Grant (EMPG) from the DHS-19-GPD-042-09-01 Notice of Funding Opportunity provides funds to support a comprehensive emergency management program able to respond to natural and human-caused hazards, homeland security-related incidents, and other emergencies that may threaten the property, safety and well-being of the citizens, and communities, and the environment.
- Files and information related to the EMPG Program can be found at <https://www.fema.gov/media-library/assets/documents/178513>.
- The Subrecipient is being awarded \$125,000 under the FY 2019 EMPG funding.

## ARTICLE III - AUTHORITIES

- The Emergency Management Performance Grant is supported under the Department of Homeland Security Appropriations Act, 2019 (Pub. L. No. 116-6).
- Both Hawaii Emergency Management Agency (HI-EMA) and the Subrecipient shall follow the guidance listed in the FY 2019 EMPG guidance and the CFDA number 97.042.

## ARTICLE IV - PERFORMANCE PERIOD

- The FEMA Award Letter, Attachment #1, includes a 3-year performance period from October 1, 2018 to September 30, 2021 for FY 2019 EMPG. The performance period for this agreement shall be effective from July 1, 2019 to December 15, 2020.
- The Subrecipient shall not incur costs pertaining to the operations of the program or any related program project or activities beyond past December 15, 2020. If the Subrecipient require additional time to complete the activities, a written justification will need to be submitted to the HI-EMA explaining why the additional time is required. The HI-EMA will then determine if the additional time of the performance period will be honored.

## **ARTICLE V - AMOUNT AWARDED AND DISTRIBUTION**

- This Agreement for the FY 2019 EMPG supports Subrecipient emergency management programs that strengthen its capabilities to address all hazards. The EMPG program funds shall be used for emergency management programs to accomplish the following initiatives.
  - National Preparedness-Support the National Preparedness Goal, its five mission areas of Prevention, Protection, Mitigation, Response and Recovery, and the Core Capabilities List which identifies 31 core capabilities for federal, State, and local jurisdictions.
  - National Preparedness Goal-Implement a common and shared approach to support the incident management. Establish a program designed to achieve the levels of capability needed to sustain and enhance the effectiveness of the Subrecipient's emergency management program.
  - Emergency Management Organization Program-Programs must continue to fund necessary aspects of emergency management that supports day-to-day prevention, protection, mitigation, response, and recovery activities.
  - Emergency Management Accreditation Program-Emergency management programs should take steps to move toward compliance with EMAP standards.
- The EMPG funds can be used to support regular salaries (no overtime) and associated fringe benefits; travel; utilities; and supplies expenses.
- Personnel associated with the execution of the grant programs will be identified under Management and Administration. The Subrecipient may use funds to hire program personnel to support specific programs under planning, training, or exercises. Personnel descriptions must be on file with grant records at the HI-EMA).
- The Subrecipient is not permitted to sub grant funds to another agency.

## **ARTICLE VI - BUDGET AND REIMBURSEMENT**

- The Subrecipient FY 19 EMPG Budget Details are documented in Attachment #3 - FY 2019 EMPG Budget Details.
- The EMPG will be made available to the Subrecipient on a reimbursement basis.
- There will be no payments in advance or in anticipation of goods or services to be provided under this Agreement. The Subrecipient shall not submit an invoice in advance of delivery and invoicing of such goods or services.
- An original Bill for Collection/Invoice requesting reimbursements with supporting documents will be submitted to HI-EMA quarterly. Any Bill for Collection/Invoice submitted after the submission deadline may not be eligible for reimbursement by HI-EMA and could be the sole responsibility of the Subrecipient. Reimbursement of funds will be made payable by check to the Subrecipient provided appropriate documentation of payments made are submitted to HI-EMA.
- The method of payment will be by reimbursement. For reimbursements, the appropriate documentation for payment will include a copy of the purchase order/contract and vendor invoice certified "purchases / services received." The Subrecipient must provide a Certificate of Vendor Compliance with reimbursement documentation. The Subrecipient should also be registered in the System for Award Management or SAM and have a Duns and Bradstreet Number (DUNS). The DUNS number must be on file with the HI-EMA.
- All reimbursement documents will be submitted to the HI-EMA with an original signature on the transmittal reimbursement request. Payment will be made to the Subrecipient unless otherwise identified on the transmittal reimbursement request.
- Reimbursement requests must be submitted no later than the due dates listed within the Timeline (Attachment #2), but not more frequently than monthly. Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the HI-EMA. If the reimbursement request isn't substantial enough,

the Subrecipient should request prior written approval from HI-EMA Key Personnel to waive the due date in the Timeline (Attachment #2) and instead submit those costs on the next scheduled reimbursement due date contained in the Timeline.

- Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement and be made available upon request by HI-EMA and auditors.
- If the quarterly reports are not filed, reimbursement and/or advancements will be delayed or suspended.
- The Subrecipient shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

## **ARTICLE VII - REPORTS**

### **Financial Status and Programmatic Report**

- The HI-EMA shall submit financial and programmatic reports (Federal Financial Report SF-425 and Performance Progress Report SF-PPR) to FEMA within 30 days after the end of each quarter. A final financial report and program progress report for the grant is due 90 days after the close of the grant.
- The HI-EMA shall submit Semi-Annual and Bi-Annual Strategy Implementation Reports that are due to DHS/FEMA on June 30<sup>th</sup> and December 31<sup>st</sup>.

### **Financial and Programmatic Status Report Submission**

- With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the project activities in the format provided by the HI-EMA.
- The reports will include a summary of how the expenses support identified Emergency Management Functions and objectives. The Subrecipient is required to submit changes into the reports that may have an impact on distribution of funds by program, discipline, and category.
- With the final reimbursement request, the Subrecipient shall submit to a final report describing all completed activities under this Agreement.
- In conjunction with the final report, the Subrecipient shall submit a separate report detailing how the EMPG Training and Exercise requirements were met for all personnel funded by federal or matching funds under this Agreement.

## **ARTICLE VIII - ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS**

### **Cost Share / Match**

- The Subrecipient shall provide a fifty percent match of non-federal origin. To meet matching requirements, the Subrecipient cash matching contributions must be considered reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations, including, but not limited to, 2 CFR Part 200. An appropriate mechanism must be in place to capture, track, and document matching funds. In the final report, the Subrecipient shall identify how the match was met and documented. If costs exceed the maximum amount of funding, the Subrecipient shall pay the costs in excess of the approved budget. Subrecipient agrees to allow the excess costs over the approved budget to be used as additional non-federal cost share match for the State

### **DHS Terms and Conditions**

- As a subrecipient of FY 2019 EMPG program funding, the Subrecipient shall comply with all applicable

DHS terms and conditions of the FY 2019 EMPG Award Letter and its incorporated documents for DHS Grant No. EMF-2019-EP-00006, which are incorporated and made a part of this Agreement as Attachment #1.

#### **Federal Funding Accountability and Transparency Act (FFATA)**

- The Subrecipient shall comply with the FFATA and related OMB 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 and return to the HI-EMA, the FFATA Form is included by reference and made a part of this Agreement, see Attachment #4.

#### **Internal Control**

- Each entity receiving Federal Grant funds must establish and maintain effective internal controls over federal awards to provide reasonable assurance that awards are being managed in compliance with laws and regulations.

#### **Monitoring**

- HI-EMA will monitor the activities of the Subrecipient from award to closeout. The goal of the HI-EMA's activities will be 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 Part 200 Subpart F.

#### **National Incident Management System (NIMS)**

- The Subrecipient is required to implement NIMS. Incident management refers to how incidents are managed across all homeland security activities, including prevention, protection and response, mitigation, and recovery. The Subrecipient must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources.

#### **Planning**

- The Subrecipient shall complete an annual maintenance of County Emergency Operations Plan and provide proof of maintenance in the final report.
- The Subrecipient shall participate in the State's annual capabilities assessment for the Stakeholder Preparedness Review.

#### **Property Accountability**

- The Subrecipient is required to provide a complete inventory listing for each activity to the HI-EMA prior to the official closeout of the FY 2019 EMPG. The inventory list should be in compliance with the Subrecipient's Property and Inventory Management Procedures. Changes in inventory such as fair, wear and tear, disposal, transfers, must be annotated on inventory. Annual inventory listings will be provided to the HI-EMA and final inventory listing prior to the closeout of the grant.

#### **Record Retention**

- The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").

- The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the HI-EMA or its designee, by the Hawaii Office of the Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

#### **Standard Financial Requirements**

- The Subrecipient shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to DHS/FEMA grants are listed below.
  - 2 CFR 200 Uniform Guidance-([https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl))
  - Cost Principles are identified in 2CFR Part 200, Subpart E

#### **Training and Exercise**

- The Subrecipient shall participate in the State of Hawaii annual Training and Exercise Program Workshop.
- The Subrecipient's EMPG - funded local personnel, including full- and part-time, shall complete the following training requirements and record proof of completion.
  - Complete and record proof of completion for the NIMS training requirements outlined in the NIMS Training Program located at [https://www.fema.gov/pdf/emergency/nims/nims\\_training\\_program.pdf](https://www.fema.gov/pdf/emergency/nims/nims_training_program.pdf) (to include ICS 100, ICS 200, IS 700, and IS 800 for most personnel). The Subrecipient will report training course completion by individual personnel along with the final report; and
  - Complete either (1) the FEMA Professional Development Series IS 120, IS 230, IS 235, IS 240, IS 241, IS 242, and IS 244, or (2) the National Emergency Management Basic Academy. The Subrecipient will report training course completion by individual personnel along with the final report.
  - Previous versions of the IS courses meet the NIMS training requirement. A complete list of Independent Study Program Courses may be found at <http://training.fema.gov/is>.
  - Further information on the National Emergency Management Basic Academy and the Emergency Management Professional Program can be found at: <https://training.fema.gov/empp/>.
- The Subrecipient of this agreement shall participate in no less than two exercises in the performance period. The Subrecipient will report exercise participation along with the final report;
- The Subrecipient is subject to monitoring for all open grant programs. Monitoring activities may include, but are not limited to:
  - Review of financial and performance reports;
  - Monitoring and documenting the completion of Agreement deliverables;
  - Documentation of phone calls, meetings, e-mails, and correspondence;
  - Review of reimbursement requests and supporting documentation to ensure allowability and consistency with this Agreement, budget, and federal requirements;
  - Observation and documentation of Agreement related activities, such as exercises, training, funded events, and equipment demonstrations; and
  - 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.

- Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan as warranted.

#### **ARTICLE IX - CLOSEOUT**

- Close out of the EMPG begins upon receipt. **The initial performance period will end on December 15, 2020.** HI-EMA will evaluate the encumbrance commitment of the Subrecipient. If necessary, HI-EMA may withdraw from the Subrecipient and reallocate funding to another subrecipient that is prepared to move forward on established investment(s)/project(s). Changes will be provided in a Grant Adjustment Notice (GAN).
- When deemed appropriate and in the best interest to the State, the HI-EMA will request extensions to the grant performance from DHS/FEMA. During the grant period, additional funds may be made available to the Subrecipient specifically as the grant is being closed out and time is critical to encumber funds. Conversely, there may be instances where funds are required to support statewide goals and objectives. If such a situation arises and funds are required, no funds will be withdrawn without coordination with the Subrecipient.
- Additional administrative guidance is provided to the Subrecipient. In addition to the terms stated in this Grant Agreement Articles and Special Conditions, the Subrecipient is obligated to comply with the requirements and procedures detailed in the FY 2019 EMPG Funding Opportunity Announcement.

#### **Attachments:**

1. **FY 2019 EMPG Award Letter**
2. **FY 2019 EMPG Schedule and Dates**
3. **FY 2019 EMPG Budget Details**
4. **FFATA Form and Instructions**



**Attachment #1 - FY 19 EMPG Award Letter  
(See the following pages.)**

**Attachment #2 - FY 2019 EMPG Schedule and Dates**

<b><u>FY 2019 EMPG - EMF-2019-EP-00006 - Schedule and Significant Dates</u></b>	
<b>DATE</b>	<b>TASK</b>
July 1, 2019	Grant Agreement Start Date
January 30, 2020	Submit reimbursement request
April 30, 2020	Submit reimbursement request
July 30, 2020	Submit reimbursement request
October 30, 2020	Submit reimbursement request
December 15, 2020	Submit final reimbursement request
December 15, 2020	Grant Agreement End Date
January 30, 2021	Submit final report, Training and Exercise Requirement report, and/or other deliverables.

**Attachment #3 - FY 2019 EMPG Budget Details**

<b>FY 19 EMPG GRANT AWARD AMOUNT- \$125,000</b>			
<b>SOLUTION AREA</b>	<b>CATEGORY</b>	<b>Award AMOUNT</b>	<b>Match AMOUNT</b>
<b>PLANNING</b>	Salaries & Benefits	\$	\$
	Goods & Services (Supplies)	\$	\$
	Travel/Per Diem	\$	\$
	Subtotal	\$	\$
<b>ORGANIZATION</b>	Salaries & Benefits	\$37,785.82	\$ 245,333.15
	Goods & Services (Utilities, Supplies))	\$ 87,072.02	\$
	Travel/Per Diem	\$ 142.16	\$
	Subtotal	\$ 125,000.00	\$ 245,333.15
<b>EXERCISE</b>	Salaries & Benefits	\$	\$
	Goods & Services (Supplies)	\$	\$
	Travel/Per Diem	\$	\$
	Subtotal	\$	\$
<b>TRAINING</b>	Salaries & Benefits	\$	\$
	Goods & Services (Supplies)	\$	\$
	Travel/Per Diem	\$	\$
	Subtotal	\$	\$
<b>M&amp;A</b>	Salaries & Benefits	\$	\$
	Goods & Services (Supplies)	\$	\$
	Travel/Per Diem	\$	\$
	Subtotal	\$	\$
<b>TOTAL AMOUNT:</b>		<b>\$125,000.00</b>	<b>\$245,333.15</b>

- Cumulative transfers to budget categories in excess of 10% of the grant agreement amount will not be reimbursed without prior written authorization from the HI-EMA.

**Attachment #4 - FFATA Form and Instructions  
(See the following pages.)**

# FFATA FORM

Subrecipient Agency: <u>Mau Emergency Management Agency</u>			
Grant and Year: <u>EMPA 2019</u>		Agreement Number: <u>EMF-2019-EP-00006-HIEMA-02</u>	
Completed by: <u>Anthony J. Joyce</u> <u>Hazard Mitigation Specialist</u> <u>808-270-7285</u> Name Title Telephone			
Date Completed:			
STEP 1			
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input checked="" type="checkbox"/> GO to Step 2
STEP 2			
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input checked="" type="checkbox"/> STOP, no further analysis needed, GO to Step 6
STEP 3			
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/>	GO to STEP 4	NO <input type="checkbox"/> STOP, no further analysis needed, GO to Step 6
STEP 4			
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/> GO to STEP 5
STEP 5			
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: \$ _____		
STEP 6			
If your organization does not meet these criteria, specifically identify below <u>each</u> criteria that is not met for your organization: For Example: "Our organization received less than \$25,000." <u>Our organization did not receive 80% of its revenue through federal funding. Our organization did not receive &gt; \$25,000,000 in federal funding. We are local government</u>			

Signature: [Signature]

Date: 12/11/19

\* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

Additional Resources:

<http://www.whitehouse.gov/omb/open>

<http://www.hrsa.gov/grants/ffata.html>

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>

<http://www.grants.gov/>

## 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 Emergency Management Agency Hawaii Department of Defense	
Name	Anthony J. Joyce	Name	Luke Meyers
Title	Hazard Mitigation Specialist	Title	Executive Officer
E-Mail	Anthony.Joyce@mauicounty.gov	E-Mail	Luke.p.meyers@hawaii.gov
Phone	808-270-7286	Phone	808-733-4300
Name	Herman Andaya	Name	Thomas L. Travis
Title	Administrator	Title	Administrator
E-Mail	Herman.Andaya@mauicounty.gov	E-Mail	Thomas.l.travis@hawaii.gov
Phone	808-270-7285	Phone	808-733-4300
Name		Name	
Title		Title	
E-Mail		E-Mail	
Phone		Phone	

## ARTICLE II - PROGRAM DESCRIPTION

- The Fiscal Year (FY) 2019 Emergency Management Performance Grant (EMPG) from the DHS-19-GPD-042-09-01 Notice of Funding Opportunity provides funds to support a comprehensive emergency management program able to respond to natural and human-caused hazards, homeland security-related incidents, and other emergencies that may threaten the property, safety and well-being of the citizens, and communities, and the environment.
- Files and information related to the EMPG Program can be found at <https://www.fema.gov/media-library/assets/documents/178513>
- The Subrecipient is being awarded \$125,000 under the FY 2019 EMPG funding.

## ARTICLE III - AUTHORITIES

- The Emergency Management Performance Grant is supported under the Department of Homeland Security Appropriations Act, 2019 (Pub. L. No. 116-6).
- Both Hawaii Emergency Management Agency (HI-EMA) and the Subrecipient shall follow the guidance listed in the FY 2019 EMPG guidance and the CFDA number 97.042.

## ARTICLE IV - PERFORMANCE PERIOD

- The FEMA Award Letter, Attachment #1, includes a 3-year performance period from October 1, 2018 to September 30, 2021 for FY 2019 EMPG. The performance period for this agreement shall be effective from July 1, 2019 to December 15, 2020.
- The Subrecipient shall not incur costs pertaining to the operations of the program or any related program project or activities beyond past December 15, 2020. If the Subrecipient require additional time to complete the activities, a written justification will need to be submitted to the HI-EMA explaining why the additional time is required. The HI-EMA will then determine if the additional time of the performance period will be honored.

## **ARTICLE V - AMOUNT AWARDED AND DISTRIBUTION**

- This Agreement for the FY 2019 EMPG supports Subrecipient emergency management programs that strengthen its capabilities to address all hazards. The EMPG program funds shall be used for emergency management programs to accomplish the following initiatives.
  - National Preparedness-Support the National Preparedness Goal, its five mission areas of Prevention, Protection, Mitigation, Response and Recovery, and the Core Capabilities List which identifies 31 core capabilities for federal, State, and local jurisdictions.
  - National Preparedness Goal-Implement a common and shared approach to support the incident management. Establish a program designed to achieve the levels of capability needed to sustain and enhance the effectiveness of the Subrecipient's emergency management program.
  - Emergency Management Organization Program-Programs must continue to fund necessary aspects of emergency management that supports day-to-day prevention, protection, mitigation, response, and recovery activities.
  - Emergency Management Accreditation Program-Emergency management programs should take steps to move toward compliance with EMAP standards.
- The EMPG funds can be used to support regular salaries (no overtime) and associated fringe benefits; travel; utilities; and supplies expenses.
- Personnel associated with the execution of the grant programs will be identified under Management and Administration. The Subrecipient may use funds to hire program personnel to support specific programs under planning, training, or exercises. Personnel descriptions must be on file with grant records at the HI-EMA).
- The Subrecipient is not permitted to sub grant funds to another agency.

## **ARTICLE VI - BUDGET AND REIMBURSEMENT**

- The Subrecipient FY 19 EMPG Budget Details are documented in Attachment #3 - FY 2019 EMPG Budget Details.
- The EMPG will be made available to the Subrecipient on a reimbursement basis.
- There will be no payments in advance or in anticipation of goods or services to be provided under this Agreement. The Subrecipient shall not submit an invoice in advance of delivery and invoicing of such goods or services.
- An original Bill for Collection/Invoice requesting reimbursements with supporting documents will be submitted to HI-EMA quarterly. Any Bill for Collection/Invoice submitted after the submission deadline may not be eligible for reimbursement by HI-EMA and could be the sole responsibility of the Subrecipient. Reimbursement of funds will be made payable by check to the Subrecipient provided appropriate documentation of payments made are submitted to HI-EMA.
- The method of payment will be by reimbursement. For reimbursements, the appropriate documentation for payment will include a copy of the purchase order/contract and vendor invoice certified "purchases / services received." The Subrecipient must provide a Certificate of Vendor Compliance with reimbursement documentation. The Subrecipient should also be registered in the System for Award Management or SAM and have a Duns and Bradstreet Number (DUNS). The DUNS number must be on file with the HI-EMA.
- All reimbursement documents will be submitted to the HI-EMA with an original signature on the transmittal reimbursement request. Payment will be made to the Subrecipient unless otherwise identified on the transmittal reimbursement request.
- Reimbursement requests must be submitted no later than the due dates listed within the Timeline (Attachment #2), but not more frequently than monthly. Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the HI-EMA. If the reimbursement request isn't substantial enough,

the Subrecipient should request prior written approval from HI-EMA Key Personnel to waive the due date in the Timeline (Attachment #2) and instead submit those costs on the next scheduled reimbursement due date contained in the Timeline.

- Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement and be made available upon request by HI-EMA and auditors.
- If the quarterly reports are not filed, reimbursement and/or advancements will be delayed or suspended.
- The Subrecipient shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

## **ARTICLE VII - REPORTS**

### **Financial Status and Programmatic Report**

- The HI-EMA shall submit financial and programmatic reports (Federal Financial Report SF-425 and Performance Progress Report SF-PPR) to FEMA within 30 days after the end of each quarter. A final financial report and program progress report for the grant is due 90 days after the close of the grant.
- The HI-EMA shall submit Semi-Annual and Bi-Annual Strategy Implementation Reports that are due to DHS/FEMA on June 30<sup>th</sup> and December 31<sup>st</sup>.

### **Financial and Programmatic Status Report Submission**

- With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the project activities in the format provided by the HI-EMA.
- The reports will include a summary of how the expenses support identified Emergency Management Functions and objectives. The Subrecipient is required to submit changes into the reports that may have an impact on distribution of funds by program, discipline, and category.
- With the final reimbursement request, the Subrecipient shall submit to a final report describing all completed activities under this Agreement.
- In conjunction with the final report, the Subrecipient shall submit a separate report detailing how the EMPG Training and Exercise requirements were met for all personnel funded by federal or matching funds under this Agreement.

## **ARTICLE VIII - ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS**

### **Cost Share / Match**

- The Subrecipient shall provide a fifty percent match of non-federal origin. To meet matching requirements, the Subrecipient cash matching contributions must be considered reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations, including, but not limited to, 2 CFR Part 200. An appropriate mechanism must be in place to capture, track, and document matching funds. In the final report, the Subrecipient shall identify how the match was met and documented. If costs exceed the maximum amount of funding, the Subrecipient shall pay the costs in excess of the approved budget. Subrecipient agrees to allow the excess costs over the approved budget to be used as additional non-federal cost share match for the State

### **DHS Terms and Conditions**

- As a subrecipient of FY 2019 EMPG program funding, the Subrecipient shall comply with all applicable



DHS terms and conditions of the FY 2019 EMPG Award Letter and its incorporated documents for DHS Grant No. EMF-2019-EP-00006, which are incorporated and made a part of this Agreement as Attachment #1.

#### **Federal Funding Accountability and Transparency Act (FFATA)**

- The Subrecipient shall comply with the FFATA and related OMB 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 and return to the HI-EMA, the FFATA Form is included by reference and made a part of this Agreement, see Attachment #4.

#### **Internal Control**

- Each entity receiving Federal Grant funds must establish and maintain effective internal controls over federal awards to provide reasonable assurance that awards are being managed in compliance with laws and regulations.

#### **Monitoring**

- HI-EMA will monitor the activities of the Subrecipient from award to closeout. The goal of the HI-EMA's activities will be 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 Part 200 Subpart F.

#### **National Incident Management System (NIMS)**

- The Subrecipient is required to implement NIMS. Incident management refers to how incidents are managed across all homeland security activities, including prevention, protection and response, mitigation, and recovery. The Subrecipient must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources.

#### **Planning**

- The Subrecipient shall complete an annual maintenance of County Emergency Operations Plan and provide proof of maintenance in the final report.
- The Subrecipient shall participate in the State's annual capabilities assessment for the Stakeholder Preparedness Review.

#### **Property Accountability**

- The Subrecipient is required to provide a complete inventory listing for each activity to the HI-EMA prior to the official closeout of the FY 2019 EMPG. The inventory list should be in compliance with the Subrecipient's Property and Inventory Management Procedures. Changes in inventory such as fair, wear and tear, disposal, transfers, must be annotated on inventory. Annual inventory listings will be provided to the HI-EMA and final inventory listing prior to the closeout of the grant.

#### **Record Retention**

- The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").

- The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the HI-EMA or its designee, by the Hawaii Office of the Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

#### **Standard Financial Requirements**

- The Subrecipient shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to DHS/FEMA grants are listed below.
  - 2 CFR 200 Uniform Guidance-([http://www.ecfr.gov/cgi-bin/text-idx?tpl=/2010-10-01/pt02\\_2010-10-01/main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/2010-10-01/pt02_2010-10-01/main_02.tpl))
  - Cost Principles are identified in 2CFR Part 200, Subpart E

#### **Training and Exercise**

- The Subrecipient shall participate in the State of Hawaii annual Training and Exercise Program Workshop.
- The Subrecipient's EMPG - funded local personnel, including full- and part-time, shall complete the following training requirements and record proof of completion.
  - Complete and record proof of completion for the NIMS training requirements outlined in the NIMS Training Program located at [http://www.fema.gov/pdf/emergency/emergency\\_plan\\_final\\_training\\_program.pdf](http://www.fema.gov/pdf/emergency/emergency_plan_final_training_program.pdf) (to include ICS 100, ICS 200, IS 700, and IS 800 for most personnel). The Subrecipient will report training course completion by individual personnel along with the final report; and
  - Complete either (1) the FEMA Professional Development Series IS 120, IS 230, IS 235, IS 240, IS 241, IS 242, and IS 244, or (2) the National Emergency Management Basic Academy. The Subrecipient will report training course completion by individual personnel along with the final report.
  - Previous versions of the IS courses meet the NIMS training requirement. A complete list of Independent Study Program Courses may be found at <http://training.fema.gov/>
  - Further information on the National Emergency Management Basic Academy and the Emergency Management Professional Program can be found at: <http://training.fema.gov/2012/08/02/>
- The Subrecipient of this agreement shall participate in no less than two exercises in the performance period. The Subrecipient will report exercise participation along with the final report;
- The Subrecipient is subject to monitoring for all open grant programs. Monitoring activities may include, but are not limited to:
  - Review of financial and performance reports;
  - Monitoring and documenting the completion of Agreement deliverables;
  - Documentation of phone calls, meetings, e-mails, and correspondence;
  - Review of reimbursement requests and supporting documentation to ensure allowability and consistency with this Agreement, budget, and federal requirements;
  - Observation and documentation of Agreement related activities, such as exercises, training, funded events, and equipment demonstrations; and
  - 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.

- Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan as warranted.

#### **ARTICLE IX - CLOSEOUT**

- Close out of the EMPG begins upon receipt. **The initial performance period will end on December 15, 2020.** HI-EMA will evaluate the encumbrance commitment of the Subrecipient. If necessary, HI-EMA may withdraw from the Subrecipient and reallocate funding to another subrecipient that is prepared to move forward on established investment(s)/project(s). Changes will be provided in a Grant Adjustment Notice (GAN).
- When deemed appropriate and in the best interest to the State, the HI-EMA will request extensions to the grant performance from DHS/FEMA. During the grant period, additional funds may be made available to the Subrecipient specifically as the grant is being closed out and time is critical to encumber funds. Conversely, there may be instances where funds are required to support statewide goals and objectives. If such a situation arises and funds are required, no funds will be withdrawn without coordination with the Subrecipient.
- Additional administrative guidance is provided to the Subrecipient. In addition to the terms stated in this Grant Agreement Articles and Special Conditions, the Subrecipient is obligated to comply with the requirements and procedures detailed in the FY 2019 EMPG Funding Opportunity Announcement.

#### **Attachments:**

- 1. FY 2019 EMPG Award Letter**
- 2. FY 2019 EMPG Schedule and Dates**
- 3. FY 2019 EMPG Budget Details**
- 4. FFATA Form and Instructions**

**Attachment #1 - FY 19 EMPG Award Letter  
(See the following pages.)**

**Attachment #2 - FY 2019 EMPG Schedule and Dates**

<b><u>FY 2019 EMPG - EMF-2019-EP-00006 - Schedule and Significant Dates</u></b>	
<b>DATE</b>	<b>TASK</b>
July 1, 2019	Grant Agreement Start Date
January 30, 2020	Submit reimbursement request
April 30, 2020	Submit reimbursement request
July 30, 2020	Submit reimbursement request
October 30, 2020	Submit reimbursement request
December 15, 2020	Submit final reimbursement request
December 15, 2020	Grant Agreement End Date
January 30, 2021	Submit final report, Training and Exercise Requirement report, and/or other deliverables.

**Attachment #3 - FY 2019 EMPG Budget Details**

<b>FY 19 EMPG GRANT AWARD AMOUNT- \$125,00</b>			
<b>SOLUTION AREA</b>	<b>CATEGORY</b>	<b>Award AMOUNT</b>	<b>Match AMOUNT</b>
<b>PLANNING</b>	Salaries & Benefits	\$	\$
	Goods & Services (Supplies)	\$	\$
	Travel/Per Diem	\$	\$
	Subtotal	\$	\$
<b>ORGANIZATION</b>	Salaries & Benefits	\$	\$
	Goods & Services (Utilities, Supplies))	\$	\$
	Travel/Per Diem	\$	\$
	Subtotal	\$	\$
<b>EXERCISE</b>	Salaries & Benefits	\$	\$
	Goods & Services (Supplies)	\$	\$
	Travel/Per Diem	\$	\$
	Subtotal	\$	\$
<b>TRAINING</b>	Salaries & Benefits	\$	\$
	Goods & Services (Supplies)	\$	\$
	Travel/Per Diem	\$	\$
	Subtotal	\$	\$
<b>M&amp;A</b>	Salaries & Benefits	\$	\$
	Goods & Services (Supplies)	\$	\$
	Travel/Per Diem	\$	\$
	Subtotal	\$	\$
<b>TOTAL AMOUNT:</b>		<b>\$125,000</b>	<b>\$125,000</b>

- Cumulative transfers to budget categories in excess of 10% of the grant agreement amount will not be reimbursed without prior written authorization from the HI-EMA.

**Attachment #4 - FFATA Form and Instructions**  
**(See the following pages.)**

# FFATA FORM

Subrecipient Agency: <u>Mau Emergency Management Agency</u>				
Grant and Year <u>EMPA 2019</u>		Agreement Number: <u>EMF-2019-EP-00006-HIEMA-02</u>		
Completed by: <u>Anthony J. Joyce</u> <u>Hazard Mitigation Specialist</u> <u>808-270-7285</u> <div style="display: flex; justify-content: space-between; font-size: small;"> <span>Name</span> <span>Title</span> <span>Telephone</span> </div>				
Date Completed				
<b>STEP 1</b>				
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input checked="" type="checkbox"/>	GO to Step 2
<b>STEP 2</b>				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input checked="" type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
<b>STEP 3</b>				
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/>	GO to STEP 4	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
<b>STEP 4</b>				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/>	GO to STEP 5
<b>STEP 5</b>				
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: \$ _____			
<b>STEP 6</b>				
If your organization does not meet these criteria, specifically identify below <u>each</u> criteria that is not met for your organization: For Example: "Our organization received less than \$25,000." <u>Our organization did not receive 80% of its revenue through federal funding. Our organization did not receive &gt; \$25,000,000 in federal funding. We are local government</u>				

Signature: [Signature] Date: 12/11/19

- \* Total compensation refers to:
- Salary and bonuses
  - Awards of stock, stock options, and stock appreciation rights
  - Other compensation including, but not limited to, severance and termination payments
  - Life insurance value paid on behalf of the employee

Additional Resources:  
<http://www.whitehouse.gov/omb/open>  
<http://www.hrsa.gov/grants/ffata.html>  
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>  
<http://www.grants.gov/>



# FFATA FORM

Subrecipient Agency: <u>Mau Emergency Management Agency</u>				
Grant and Year <u>EMPA 2019</u>		Agreement Number: <u>EMF-2019-EP-00006-HIEMA-02</u>		
Completed by: <u>Anthony J. Joyce</u> <u>Hazard Mitigation Specialist</u> <u>808-270-7285</u> Name Title Telephone				
Date Completed _____				
<b>STEP 1</b>				
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input checked="" type="checkbox"/>	GO to Step 2
<b>STEP 2</b>				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input checked="" type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
<b>STEP 3</b>				
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/>	GO to STEP 4	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
<b>STEP 4</b>				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/>	GO to STEP 5
<b>STEP 5</b>				
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: \$ _____			
<b>STEP 6</b>				
If your organization does not meet these criteria, specifically identify below <u>each</u> criteria that is not met for your organization: For Example: "Our organization received less than \$25,000." <u>Our organization did not receive 80% of its revenue through federal funding. Our organization did not receive &gt; \$25,000,000 in federal funding. We are local government</u>				

Signature: [Signature] Date: 12/11/19

- \* Total compensation refers to:
- Salary and bonuses
  - Awards of stock, stock options, and stock appreciation rights
  - Other compensation including, but not limited to, severance and termination payments
  - Life insurance value paid on behalf of the employee

Additional Resources:  
<http://www.whitehouse.gov/omb/open>  
<http://www.hrsa.gov/grants/ffata.html>  
<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>  
<http://www.grants.gov/>