

**State of Maryland  
Public Assistance Program  
Applicant/Subrecipient Certifications and Assurances &  
Award Acceptance Agreement**

Declaration Date: March 4, 2016 Disaster Number: FEMA-4261-DR-MD

Applicant/Subrecipient: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

This Award Acceptance Agreement (hereinafter the "Agreement") is entered into on \_\_\_\_\_, by and between the Maryland Emergency Management Agency (hereinafter "MEMA") and the Applicant/Subrecipient (hereinafter the "Subrecipient") listed above for the award and management of funds under the Public Assistance Program.

The Subrecipient does hereby agree to the following:

**Article I - Purpose**

This agreement sets forth the terms and conditions whereby the Maryland Emergency Management Agency (MEMA) agrees to provide the Federal Emergency Management Agency (FEMA) Public Assistance Program funding to eligible Subrecipients.

**Article II – General Statement of Terms & Conditions**

This agreement is subject to the general conditions that follow and any special conditions attached hereto. This award is also subject to all applicable rules, regulations, and conditions prescribed by the FFEMA and the State of Maryland.

**Article II - Term of the Agreement and Effective Date**

This Agreement between MEMA and the Subrecipient shall be effective upon execution of the agreement by both MEMA and Subrecipient and is effective on the date the fully executed Award Acceptance Agreement is received by MEMA. No funds will be awarded to the Subrecipient until such time as this document is in the Subrecipient's Public Assistance file at MEMA.

**Article IV – Scope of the Agreement**

This agreement shall apply to all Public Assistance disaster funds provided through the MEMA to the Subrecipient as a result of the above referenced disaster.

**Article IV – Failure to Comply**

Failure to comply with the conditions and requirements set forth will result in the suspension of and/or recovery of funding for projects under this subaward under the above-referenced disaster and may affect Subrecipient's eligibility for future funding under the Public Assistance Program.

**Article V – Conflicts of Interest**

1. The Subrecipient must disclose, in a timely manner and in writing to FEMA and MEMA, any potential conflict of interest in the Federal award's cycle.
2. The Subrecipient must disclose, in a timely manner and in writing to the FFEMA and MEMA, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the Federal award.

**Article VI – Accounting and Record Keeping**

The Subrecipient shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting standards and shall maintain all records and supporting documentation associated with the disaster in accordance with 2 CFR § 200.333. Records are to be maintained by the Subrecipient for a period of three (3) years from the date of closeout for the aforementioned disaster number.

**Article VII - Procurement**

The Subrecipient agrees to abide by their respective procurement rules, policies, and/or procedures as outlined in 2 CFR Part 200.318 to 200.326. If there are no written rules, the Subrecipient agrees to abide by the State of Maryland's procurement rules, policies, and/or procedures. A copy of the Subrecipient's procurement policy will be provided to MEMA upon request.

### **Article VIII - Audit**

Under the conditions of 2 CFR Subpart F, a Non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year. The audit is to be completed within nine (9) months of the end of the Subrecipient's fiscal year. The Subrecipient shall have six (6) months upon completion of the audit to submit to MEMA any findings or corrective actions that must be undertaken. If the Subrecipient does not meet the conditions necessary for an audit, a letter stating such must be sent to MEMA. Should Subrecipient fail to accomplish any of these requirements; it may adversely affect your eligibility for future Public Assistance funding. The Subrecipient is responsible for all audit fees associated with these federal funds.

### **Article IX - Governing Laws, Regulations, and Statutes:**

The Subrecipient hereby assures and certifies compliance with all applicable statutes, regulations, policies, guidelines, and requirements, including, but not limited to the following:

- The Robert T. Stafford Disaster Relief and Emergency Assistance Act
- Title 31 of the Code of Federal Regulations, Section 205.6
- Title 44 of the Code of Federal Regulations
- OMB Circulars A-192: Grants and Cooperative Agreements with State and Local Governments
- 2 CFR Part 200

### **Article X - General Conditions and Standard Assurances:**

The Subrecipient hereby assures and certifies compliance that:

1. Subrecipient is aware of and understands the Public Assistance Program will cover a percentage of eligible project costs; any non-federal share of eligible costs must come from the Subrecipient. The Subrecipient's costs share cannot include any federal funds outside of the Public Assistance Program. The State of Maryland does not provide additional funds to cover any portion of the Subrecipient's cost share.
2. Subrecipient has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability, specifically funds sufficient to pay the required non-federal share of 25% of the project cost and to ensure proper planning, management, and completion of the project.
3. Subrecipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Subrecipient will give MEMA or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
5. Subrecipient shall not deviate from the Scope of Work as provided in the Project Worksheet(s), without first receiving written approval from the FEMA through MEMA.
6. Subrecipient will assure compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, Executive Order 11593, Protection and Enhancement of the Cultural Environment, the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969, as amended, if applicable.
7. Subrecipient will abide by the following work completion deadlines:
  - a. Emergency Work (Categories A and B) shall be completed within six (6) months from the date the disaster received a Federal Declaration.
  - b. Permanent Work (Categories C – G) shall be completed within eighteen (18) months from the date the disaster received a Federal Declaration.
  - c. Extensions may be granted, upon request, for those factors that are out of the span of control of the Subrecipient. The Subrecipient must write a letter to the State Public Assistance Officer at MEMA, requesting an official extension and supplying valid documentation/reasoning as to why the project worksheet cannot be completed on time. Authorization for an extension remains at the discretion of MEMA and/or FEMA and will be made in writing by MEMA or FEMA depending agency's respective extension authority.
8. Subrecipient will submit to MEMA, quarterly updates on all open projects. These updates will be due on March 31, June 30, September 30, and December 31. Failure to comply with these timelines may result in loss of current and/or future funding under the Public Assistance Program.
9. Subrecipient shall not enter into any cost plus percentage of cost contracts or contracts for which payment is contingent upon receipt of Federal Disaster Funds, or into any contract with any party which is debarred or suspended from participating in federal assistance programs.
10. Subrecipient shall, upon request of MEMA, participate in initial, interim, and final site inspections with State Public Assistance Officer or designee.

11. Subrecipient shall return to the State, within two months of written request, any reimbursement due the State or Federal Government, not supported by audit or other review of documentation maintained by the Subrecipient.
12. Subrecipient shall comply with any mitigation requirements for repair or replacement of projects subject to repeated damages from flooding or other hazards and shall comply with any requirement by FEMA to obtain and maintain flood insurance.
13. Subrecipient shall comply with any requirement by FEMA to obtain and maintain any insurance coverage prior to receipt of funding. Subrecipient shall produce evidence and documentation of said insurance coverage.
14. Subrecipient shall ensure that all applicable local, State, and Federal permits have been obtained prior to starting any construction and that all projects are consistent with current codes and standards.
15. Subrecipient has the right to opt out of the Public Assistance Program for any project(s) prior to receiving funds. A written request must be submitted to the MEMA Public Assistance Officer indicating the Project Worksheet number for the project for which the Subrecipient no longer wishes to pursue for reimbursement.
16. Subrecipient will comply, and will require contractors to comply, with any applicable statutorily-imposed nondiscrimination requirements, including the Civil Rights Act of 1964 (42 U.S.C. §2000d); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); and the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07).

#### **Article XI - Certifications Regarding Lobbying, Debarment, Suspension**

1. Subrecipient if it is a governmental entity, it will comply with requirements of 5 U.S.C. § 1501-08 and § 7324-28, which limits certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
2. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, the Subrecipient certifies that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  - b. If any funds other than Federal appropriate 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 any employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure of Lobbying Activities”, in accordance with its instructions.
3. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510. The Subrecipient certifies that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
  - b. Have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2.2) of this certification; and have not, within a three-year period preceding this application, had one or more public transactions (Federal, State, or local) terminated for cause or default.
4. Where the Subrecipient is unable to certify to any of the statements in the above certifications, Subrecipient shall attach an explanation to this application.

#### **Article XII - Amendment**

This agreement may be amended at any time by MEMA. All amendments will be made in writing to the Subrecipient. Amendments may also be made by mutual consent between Recipient and Subrecipient if agree in writing by both parties.

#### **Article XIII – Termination of Agreement**

The Recipient reserves the right to terminate the Subrecipient as an applicant for failure to

comply with the terms and conditions set forth in this document. MEMA will provide written notice to the Subrecipient seven (7) calendar days before the effective date of the termination.

**Article XIV – Entire Agreement**

This Agreement represents the complete and final understanding of MEMA and the Subrecipient. No other understanding, oral or written, regarding the subject matter of this Agreement, may be deemed to exist or to bind the parties at the time of execution.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement.

\_\_\_\_\_  
Russell Strickland  
Governor’s Authorized Representative

\_\_\_\_\_  
Subrecipient’s Representative Signature

\_\_\_\_\_  
Subrecipient’s Name (Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date