

SUBRECIPIENT/BENEFICIARY GRANT AGREEMENT

THIS SUBRECIPIENT/BENEFICIARY AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, _____, by and between Ada County, a duly formed and existing County pursuant to the laws and Constitution of the State of Idaho, as a Subrecipient of the Idaho Office of Emergency Management, (“County”) and Meridian Fire Department (“Beneficiary”).

WITNESSETH:

WHEREAS, County is authorized and required by Idaho Code § 46-1009 to maintain a County wide disaster preparedness agency;

WHEREAS, in furtherance of those duties County has received grant # 2020, 2021 Homeland State Security Program (SHSP) grant from the pass-through entity Idaho Office of Emergency Management (“IOEM”) for the purpose of implementing strategies to address identified planning, organization, equipment, training, and exercise needs to prevent, protect against, respond to, and recover from natural and other catastrophic events, a copy of which is attached as Exhibit “A;”

WHEREAS, County desires to build and sustain regional core emergency management capabilities across the prevention, protection, mitigation, response, and recovery mission areas, more specifically set forth in Exhibit “B” attached hereto and by this reference incorporated herein; and County concurs that regional core capabilities and capability targets are not exclusive to any single level of government or organization, but rather require the combined efforts of the whole community.

WHEREAS, Beneficiary desires to enter into this Agreement with County to build and sustain regional core emergency management capabilities while ensuring compliance with state and federal grant requirements.

NOW, THEREFORE, the parties agree as follows:

1. **REGIONAL CORE CAPABILITIES PURPOSE.** County and Beneficiary agree that project funding and distribution will be based on building or sustaining high priority regional core capabilities that address prioritized threats, hazards, vulnerabilities, and/or risks. Beneficiary shall allow use of grant purchased equipment in support of emergency management functions, consistent with existing mutual aid or resource sharing agreements, for any local government member of Ada City County Emergency Management (“ACCEM”) or their various public or private sector partners

2. APPLICATION. County agrees to authorize Beneficiary to apply to County for project funding to build or sustain regional core capabilities to include planning, training, exercises, and equipment. Beneficiary shall utilize the Ada County Grant Project Application (GPA) form, as provided by County, and Beneficiary will include core capability targets (measurable objectives) for each request. All completed GPAs will be submitted to Ada County Emergency Management. The Director will review GPA for completeness and forward to the Emergency Management Executive Council and Ada County Board of County Commissioners for consideration.

3. COMPLIANCE WITH TERMS OF GRANT. Beneficiary shall comply with the Standard Terms of Conditions of Exhibit A for so long as Beneficiary is possessed of property purchased with funds provided pursuant to this Agreement. This covenant shall survive the termination of this agreement.

4. TERM. This Agreement is to be effective for the period beginning on the date of execution of this Agreement through September 30, 2022. This agreement may be renewed for three additional one fiscal year terms by a mutually executed writing.

5. DEFAULT. Upon default, the County or Subawardee may cancel this Agreement without any notice and may pursue any and all legal, equitable, and other available remedies. Default occurs if the County or Subawardee fails to perform any of the covenants, conditions, or services of this Agreement and such defects in performance are not cured within ten (10) working days after receipt of written notice of default.

6. INDEPENDENT CONTRACTOR STATUS. It is understood and agreed that the relationship between the County and Beneficiary hereby created is that of an independent contractor, and this agreement is not deemed one for employment of Beneficiary by the County. As such, it is understood and agreed that the County is not responsible for social security, retirement, or other employment benefits or obligations on behalf of the Beneficiary.

7. STATUS REPORT. Beneficiary agrees to keep County informed of Beneficiary's progress against the core capability targets throughout the term of this Agreement in a manner and at such times as both Beneficiary and County shall agree.

8. CONFIDENTIALITY. Both parties agree to maintain confidentiality of all information utilized or gained in performing the Contracted Services to the extent such information is exempt from disclosure under Federal or State law, rules, or regulations.

9. FISCAL RECORDS. Beneficiary agrees to maintain all fiscal records, including its books, audit papers, documents, and any other evidence of accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, for a period of three (3) years from the date of submission of the final expenditure report submitted by the IOEM. These records shall at all reasonable times be available for and subject to inspection, review, or audit and copying by the County and any person duly authorized by the County.

10. VIOLATION OF AGREEMENT OR GRANT TERMS. When federal, state or County audits indicate noncompliance by the Beneficiary to meet the applicable federal regulations or state rules, the Beneficiary shall return or refund and pay to the IOEM any equipment/asset acquired, plus costs, including audit costs, arising from the Beneficiary's ineligible or improper receipt or use of federal funds.

11. NOTICES. If notice shall be required under any terms of this Agreement, notice shall be sent by certified mail to:

County: Ada County
200 W. Front Street
Boise, ID 83702

Beneficiary: Meridian Fire Department
33 East Broadway, Suite 210
Meridian, Idaho 83642

12. SINGLE AUDIT ACT. Beneficiary agrees to comply with the provisions of OMB Circular A-133 which sets forth audit requirements of states, local governments, and non-profit organizations.

13. COMPLETE AGREEMENT. This Agreement is the full and complete agreement of the parties hereto. This Agreement may be modified or amended only if such modification or amendment is in writing and subscribed to by both County and Beneficiary.

14. USE, MANAGEMENT, AND DISPOSITION OF PROPERTY PURCHASED UNDER THIS AGREEMENT. The Beneficiary hereby agrees to comply with the Standard Terms & Conditions set forth in Exhibit A and the below regulations regarding use, management, and disposal of Property purchased under this Agreement:

a. Definitions:

- i. "Equipment" as defined in 2CFR 200.33 means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.
- ii. "Capital assets" as defined in 2 CFR 200.12 means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets included:
 - (a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital lease; and
 - (b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance).
- iii. "Computing devices" as defined in 2 CFR 200.20 means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or "peripherals") for printing, transmitting and receiving, or storing electronic information.
- iv. "General purpose equipment" as defined in 2 CFR 200.48 means equipment which is not limited to research, medical, scientific or other technical activities. Examples include office equipment and furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment, and motor vehicles.
- v. "Information technology systems" as defined in 2 CFR 200.58 means computing devices, ancillary equipment, software, firmware, and similar procedures, services (including support services) and related resources.

- vi. "Special purpose equipment" as defined in 2 CFR 200.89 means equipment which is used only for research, medical, scientific, or other technical activities. Examples of special purpose equipment include microscopes, x-ray machines, surgical instruments, and spectrometers.
- vii. "Supplies" as defined in 2 CFR 200.94 means all tangible personal property other than those defined in § 200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life.

b. Use.

- i. Equipment must be used by the Beneficiary in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the Beneficiary must not encumber the property without prior approval of the Federal awarding agency. *See* 2 CFR 200.313(c)(1).
- ii. Equipment must be made available, during the time that the equipment is used on the project for which it was acquired, for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate. *See* 2 CFR 200.313(c)(2).
- iii. Beneficiary must not use equipment acquired with Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment. *See* 2 CFR 200.313(c)(3).
- iv. When acquiring replacement equipment, the Beneficiary may use the equipment to be replaced as a trade-in, or sell the property and use the proceeds to offset the cost of the replacement property. Replacement Equipment shall be subject to the same restrictions and covenants as are provided in this Agreement.

- v. Upon termination of this agreement through default or other earlier termination, the Beneficiary shall return to County all Property /Equipment purchased with grant funds.
- c. Management Requirements.
- i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property
 - ii. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years. County will distribute to Beneficiary a copy of its last property report for Beneficiary's reconciliation and update. The reconciliation including condition and location of all Equipment must be provided to the Ada County Director of Emergency Management promptly after completion, but in any event by December 31 of the calendar year in which the task is to be completed.
 - iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated. The Director of the Ada County Emergency Management Department shall conduct random audits at such times as he or she may designate for compliance with the terms of this Agreement. The Director of the Ada County Emergency Management Department may conduct other audits with the permission of the Board of Ada County Commissioners. Beneficiary shall comply with all reasonable audit requests of the Director of the Ada County Emergency Management Department.
 - iv. Adequate maintenance procedures must be developed to keep the property in good condition. At all times relevant herein, Beneficiary shall be responsible for maintaining Property/Equipment in good and operating condition.
 - v. If Beneficiary is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

d. Disposition. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

- i. Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.
- ii. Except as provided in § 200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the Beneficiary or sold. The County is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the County's percentage of participation in the cost of the original purchase. If the equipment is sold, the County may permit the Beneficiary to deduct and retain from the County share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses. *See* 2 CFR 200.313(c)(5).

The County will forward all funds received from Beneficiary as a result of equipment sale or other disposition to the awarding agency.

15. INDEMNIFICATION. Beneficiary shall defend, indemnify, and hold the County, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of Subawardee, its officers, agents or employees. In the event County is alleged to be liable on account of any activities, acts, or omissions of Beneficiary, its officers, agents or employees, then Beneficiary shall defend such allegations through counsel chosen by County and Beneficiary shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses.

16. CHOICE OF LAW: This Agreement and its performance shall be construed in accordance with and governed by the laws of the State of Idaho, with venue for any action brought pursuant to this Agreement to be in the Fourth Judicial District, State of Idaho.

17. THIRD PARTY BENEFICIARIES: Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

DATED the day and year first above written.

Board of Ada County Commissioners

By: _____
Rod Beck, Commissioner

Ryan Davidson, Commissioner

Kendra Kenvon. Commissioner

ATTEST:

Phil McGrane, Ada County Clerk

Beneficiary: _____

Name:

Title:

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 20__, before me, a notary public, personally appeared _____, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

Notary Public for Idaho

Commission Expires