

9. The Subgrantee agrees to comply with OMB Circular A-133, that can be found at (<http://www.whitehouse.gov/omb/circulars/a133/a133.html>) which govern the auditing requirements of these grant monies in accordance with the Single Audit Act, provide the State with a copy of the audit or a letter stating the audit was not required.
10. The Subgrantee agrees that all reimbursement received under this Agreement will be held and used by the Subgrantee for the purpose of accomplishing only the approved project and none of the funds so held or received shall be diverted to any other use or purpose.
11. The Subgrantee agrees that any material prepared by the Subgrantee or persons or firms employed or contracted by the Subgrantee shall not be subject to copyright, and the State shall have unrestricted authority to publish, disclose, distribute or otherwise use, in whole or in part, any reports, data or other material prepared under this agreement. The Subgrantee will determine what information is considered sensitive and if that information that will not be published in public domain.
12. The Subgrantee agrees that any approval of contracts, sub-contracts, material or service orders, or any other obligation by the Subgrantee or its agents shall not be deemed an obligation by the State, and the State shall not be responsible for fulfillment of the Subgrantee's obligations.
13. In the event that the State or an audit has determined that the Subgrantee has failed to comply with this Agreement, the Subgrantee shall perform remedial actions to correct the deficiency, as determined by the State which may include:
 - ◇ Repayment or reimbursement of federal funds spent inappropriately to the State;
 - ◇ The return of federal funds deposited at the Subgrantee's local financial institution to the State;
 - ◇ The return of any equipment, materials or supplies purchased, leased or lease purchased using federal funds to the State or supplier;
 - ◇ Other actions as the State deems appropriate.
14. The State may terminate this agreement in whole or in part, at any time before the date of completion, whenever it is determined by the State that the Subgrantee has failed to comply with the conditions of this Agreement. The State shall notify the Subgrantee in writing of the determination and the reasons for the termination, together with the effective date. The Subgrantee shall not incur new obligations for the terminated portion after the effective date of the revocation of the Agreement, and it shall be the Subgrantee's duty to cancel all outstanding obligations that are legally possible.
15. The State agrees that it may at any time, at its sole discretion, give any consent, deferment, subordination, release, satisfaction, or termination of any or all of the Subgrantee's obligations under this Agreement, with or without valuable consideration, upon such terms and conditions as the State may determine to be (a) advisable to further the purpose of the project or to protect the State's financial interest therein, and (b) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it was made.
16. Upon completion of the approved projects proposed by the LEPC for the grant, a project completion report describing the accomplishments, required grant closing paperwork including the grant closing checklists and a detailed financial summary of the projects will be submitted to KDEM by the grant closing deadline specified above. The subgrantee will also submit a quarterly progress report to KDEM at the end of each quarter using the format provided in Appendix B.
17. The Subgrantee agrees that the requirements of the scope of work described in Appendix C will be met.
18. The Grantee shall indemnify, save and hold harmless KDEM/USDOT (PHMSA), officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement.

Authorized Applicant Agent (LEPC Chair)

Date

County Emergency Manager

Date

Appendix A

(LEPC Match Criteria)

According to USDOT's HMEP Planning Guide, if the total cost of an eligible project is \$25,000, the grant recipient is eligible to receive \$20,000 ($\$25,000 \times 80\%$) in HMEP grant federal funding; the balance of \$5,000 ($\$25,000 \times 20\%$) is the grant recipient's Non-Federal (match) share (**see below for further explanation). Examples of cost sharing contributions (matches) allowed under this grant include, but are not limited to:

- Salaries, fringe benefits, per diem, housing, or travel expenses incurred by any person other than a State employee while attending training classes.
- Private contributions such as corporate contributions of facilities or services. (e.g., tank car, cargo tank trailers, van trailer, training site, hazardous materials equipment, first aid ambulance stand-by, classroom space, etc).
- Voluntary contributions such as: firefighter support, emergency personnel support, and the time of any LEPC member.
- Equipment or facilities used for exercises, whether public or private.
- Voluntary expenditures such as:
 - A person in the community who is a chemical engineer or a physician donates their time during an exercise.
 - A professor who volunteers to be a trainer or train-the-trainer.
 - Citizens who volunteer to set up or participate in exercises.
- Facility space (e.g., a surplus school building used as hazmat academy) is donated to house courses or conduct exercises.
- University student volunteer time to participate in exercises, aid data collection or assist in exercise report generation.

**** Example: Hazmat Training Provided by a County:**

HMEP Reimburses for the Instructor's Fee or the Course Fee – This is the HMEP award amount received by the county (\$20,000.00)

Salary & Benefit of the Responders While Attending Training, or the Facility Space – County uses as the 20% match amount (\$5,000)

The total cost of training (\$25,000.00) thus can be counted as the sum of all direct and indirect costs to carry out an activity. For providing a hazmat training, it can be considered as the sum of **course fees, salary & benefits** that is used as match (of the responders while in training), **facility space** required for providing the training, etc.

Appendix B

HMEP Quarterly Progress Report

LEPC County: TstCnty

Project Title: Hazardous Material Command Staff Training

Please Include a Summary of the Project Completed During the Previous Quarter:

Total Expenses Incurred During the Previous Quarter:

Current Balance:

Expected Date of Completion of the Project:

Authorized Applicant Agent (LEPC Chair):

Date:

Project Manager:

Date:

Appendix C

Scope of Work and Checklist

Scope of the Awarded HMEP Project: **Conduct the Hazmat On Scene Commander training in the jurisdiction.**

Scope of Work and Checklists to be used as Guidance by the LEPCs for Planning, Training and Exercise Projects:

- **Hazmat Training:** Please see the relevant attached Scope of Work for Hazmat Training for the following categories:
 - Hazmat Incident Commander

Scope of Work - Hazmat Training

The LEPC will provide hazmat training in accordance with the existing NFPA and OSHA guidelines. As applicable, the following guideline should be used for hazmat training funded by HMEP Grant program.

Hazmat Incident Commander:

The incident commander is the person responsible for all decisions relating to the management of an incident and is in charge of the incident site. This is the equivalent to the on-scene incident commander as defined by OSHA 1910.120.

Pre-Requisite: Awareness training, Core Operations Training (min. 24 hours required)

Training: 16-40 hours

Federal Requirements for Incident Commander Training:

Incident commanders, who will assume control of the incident scene beyond the first responder awareness level, shall receive at least 24 hours training equal to the first responder operations level and in addition have competency in the following areas and the employer shall so certify.

- Know and be able to implement the employers incident command system
- Know how to implement the employers emergency response plan
- Know and understand the hazards and risks associated with employees working in chemical protective clothing
- Know how to implement the local emergency response plan
- Know of the state emergency response plan and of the Federal Regional Response Team
- Know and understand the importance of decontamination procedures

Refresher:

Review of command structure SOP's

Information updates on state and federal response plans

Refresher practice incident scene management, coordination and decision-making using simulated emergencies