

MMMS Agreement Articles

GRANTEE: _____

AGREEMENT NUMBER: _____ AMENDMENT NUMBER: _____

PERFORMANCE PERIOD: _____

ARTICLE I - PROGRAM DESCRIPTION

The roles and responsibilities of both FEMA and the MMMS Grantee under this agreement are outlined in the attached program narrative. The MMMS Grantee shall perform the work described in the program narrative, which is included as part of the application package, dated _____ and revised on _____ and made a part of these Cooperative Agreement Articles.

ARTICLE II - PERIOD OF PERFORMANCE

The period of performance shall be up to 24 months from the effective date of this Cooperative Agreement: _____ thru _____.

ARTICLE III - REQUEST FOR ADVANCE/REIMBURSEMENT

- A. The Grantee shall be paid using the HHS Smartlink System, provided it maintains or demonstrates the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of the funds and their disbursements by the Grantee. When these requirements are not met, the Grantee will be required to use the reimbursement method as the preferred funding method.

Or –

- B. FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to its Grantees. To enroll in the DD/EFT, the Grantee must complete a Standard Form 1199A, Direct Deposit Form. The Grantee may be paid in advance, or reimbursed by completing the Standard Form (SF) 270, Request for Advance/Reimbursement. In accordance with Treasury regulations at 31 CFR, Part 205, the Grantee **shall request funds not more than 3 business days prior to the day on which it makes a disbursement.**

- C. Interest earned on advances will be handled in compliance with 44 CFR 13.21(i).

ARTICLE IV - FINANCIAL REPORTS

Financial reports are due 30 days after the end of each six months following the award date (i.e. January 30 and July 30). In addition, if necessary, the Regional Director may require quarterly

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performance and financial reports (i.e. January 30, April 30, July 30, and October 30). If quarterly reports are necessary, this requirement will be identified at the initiation of the Cooperative Agreement. The final Financial Status Report is due 90 days after the close of the cooperative agreement. In addition, if the Grantee uses Smartlink, it shall submit a Financial Cash Transactions Report (PMS 272) to the address shown below.

FEMA Region ____

Attn: Assistance Officer, Operations Support Division

NOTE: If the Request for Advance/Reimbursement is used for payment, the quarterly financial reports may be waived by FEMA with only the final Financial Status Report due 90 days after the close of the Cooperative Agreement.

ARTICLE V - PERFORMANCE REPORTS

Performance reports are due 30 days after the end of each six months following the award date (i.e. January 30 and July 30). In addition, if necessary, the Regional Director may require quarterly performance reports (i.e. January 30, April 30, July 30, and October 30). If quarterly reports are necessary, this requirement will be identified at the initiation of the Cooperative Agreement. The final performance report is due 90 days after the close of the cooperative agreement. The Grantee shall submit copies of the performance report to the FEMA Regional Office at the address listed in Article V. Grantees may request a waiver of the first quarter performance report from the Regional Assistance Officer.

ARTICLE VI - AGREEMENT PROVISIONS

- A. In compliance with 44 CFR 13.30, revisions to the grant award shall follow prior approval requirements found in 44 CFR Part 13.30. If the FEMA share of the cooperative agreement exceeds \$100,000, for non-construction cooperative agreements, FEMA's approval is required prior to the transfer of funds between total direct cost categories in the approved budget when such cumulative transfers exceed ten percent of the total budget. For all cooperative agreements, regardless of the amount of funding, the Grantee shall obtain prior written approval for any budget revision, which would result in the need for additional funds. If a grant provides funding for both construction and non-construction activities, the Grantee must obtain written approval from FEMA before making any fund or budget transfer from non-construction to construction or vice versa.
- B. No transfer of funds to agencies other than those identified in the approved cooperative agreement application shall be made without prior approval from FEMA.
- C. If a Grantee estimates that it will have unobligated funds remaining after the end of the performance period, the Grantee should report this to the FEMA Regional Office for disposition instructions.

- D. Requests for time extensions to the performance period will be considered but will not be granted automatically and must be supported by adequate justification in order to be processed. The justification shall contain the reason for the delay, an outline of remaining funds available to support the extended performance period and a description of the performance measures necessary to complete the project. Requests for time extension will not be considered unless performance and financial reports are current. Extension requests must be approved by the Program staff at FEMA Headquarters.

ARTICLE VII - OTHER TERMS AND CONDITIONS

The other terms and conditions of this agreement are as follows:

- A. Prior to the start of any construction activity, the Grantee shall ensure that all applicable Federal, State, and local permits and clearances are obtained.
- B. Prior to the start of any project, it must be reviewed by FEMA for compliance with the National Environmental Policy Act (NEPA), as implemented under 44 CFR, Part 10. Grantees are encouraged to seek guidance from the FEMA Environmental Officer in complying with NEPA and other environmental requirements.
- C. The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes. Any publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support and a statement that the publication does not necessarily reflect FEMA's views.

ARTICLE VIII - AUDIT REQUIREMENTS

All Grantees must follow the audit requirements of OMB Circular No. A-133, Revised. Non-Federal entities that expend \$500,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provisions of A-133.

ARTICLE IX - GOVERNING PROVISIONS

The Grantee and any sub-Grantees shall comply with all applicable laws and regulations. A non-exclusive list of laws and regulations commonly applicable to FEMA grants is attached hereto for reference only.

The Grantee and sub-Grantees shall also be bound by the Guidance Document, which is attached hereto. The following Office of Management and Budget circulars are also applicable to this grant:

- OMB Circular A-110 Uniform Administrative Requirements for Grants and Agreements with institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments
- OMB Circular A-87 Cost Principles for State and Local Governments

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- OMB Circular A-21 Cost Principles for Educational Institutions
- OMB Circular A-122 Cost Principles for Nonprofit Organizations
- OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations

Commonly Applicable Statutes and Regulations

- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C. §§ 5121-5206 (Stafford Act).
- Title 44 of the Code of Federal Regulations (CFR)

Application Cooperative Agreement Application and Assurances contained therein
received by FEMA on _____

