FEMA | FY 2006 PRE-DISASTER MITIGATION PROGRAM GRANT AGREEMENT ARTICLES

PRE-DISASTER MITIGATION GRANT AGREEMENT ARTICLES
CFDA #: 97.017

GRANTEE: _____

AGREEMENT NUMBER: _____

AMENDMENT NUMBER: _____

DESIGNATED AGENCY: _____

PERFORMANCE PERIOD: _____

ARTICLE I. FEMA AUTHORITY

The United States of America through the Federal Emergency Management Agency (FEMA) which is now incorporated into the Department of Homeland Security, (hereinafter referred to as "the Grantor") agrees to grant to the state/Indian tribe/territory government, through its designated agency named above (hereinafter referred to as "the Grantee") funds in the amount specified on the obligating document, to support the Pre-Disaster Mitigation Grant Program, authorized under the §203 Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § §5121-5206 (Stafford Act), and activated under this Grant Award. The Grantee agrees to abide by the Grant Award terms and conditions as set forth in this document.

ARTICLE II. PROJECT DESCRIPTION

The Grantee shall perform the work described in the application package and made a part of these Grant Agreement Articles.

ARTICLE III. PERIOD OF PERFORMANCE

The initial performance period for the Grantee shall be equal to the longest performance period of the Sub-grantee awards with a maximum of 3 years for planning and project sub-grants. The period of performance shall be [insert award date] through [insert end date]. All costs must be incurred during the period of performance unless pre-award costs are approved.

ARTICLE IV. AMOUNT AWARDED

This Grant Agreement is for the administration and completion of an approved Pre-Disaster Mitigation grant award for fiscal year 2006. Grant Agreement funds may not be used for other purposes. If costs exceed the maximum amount of FEMA funding approved, the Grantee shall pay the costs in excess of the approved budget.

The approved budget for this award by category is:

	FEMA	NON-FEDERAL	TOTAL
Personnel	_____	_____	_____
Fringe Benefit	_____	_____	_____
Travel	_____	_____	_____
Equipment	_____	_____	_____
Supplies	_____	_____	_____
Contractual	_____	_____	_____
Construction	_____	_____	_____
Other	_____	_____	_____
TOTAL DIRECT	_____	_____	_____
Indirect Charges	_____	_____	_____
TOTAL BUDGET	_____	_____	_____

The Grantee shall follow Emergency Management and Assistance Regulations found in Title 44 Code of Federal Regulations (CFR) Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Office of Management and Budget Circulars A-102 and A-87, and program guidance to implement this Grant Award.

ARTICLE V. COST SHARE

The cost-share requirement for this award is 75 % Federal and 25 % non-Federal. Small, impoverished communities may receive a Federal cost share of up to 90 % of the total cost to implement eligible PDM activities.

a. The approved budget for state and/or non-small, impoverished communities: Federal funds of $_____ (75%) and non-Federal funds of $_____ (25%) for a total approved amount of $_____.

b. The following small, impoverished communities have been approved for cost share less than the required 25 % non-Federal:

Sub-Grantee	Federal funds	%	non-Federal funds	%	Total approved amount
_____	$_____	__%)	$_____	__%	$_____
_____	$_____	__%)	$_____	__%	$_____
_____	$_____	__%)	$_____	__%	$_____

c. The total approved budget of Federal funds is $_____ and non-Federal funds are $_____ for a total approved amount of $_____, which includes the combination of a. and b. above.

ARTICLE VI. FEMA OFFICIALS

FEMA officials are as follows:

The Project Officer shall be an official at the FEMA Regional Office who will be responsible for the program and technical monitoring of the work and technical performance of the activities described in the application.

The Project Officer is: _____

The Assistance Officer is the FEMA official who has full authority to negotiate, administer and execute all business matters of the Grant Award.

The Assistance Officer is: _____

ARTICLE VII. TERMS AND CONDITIONS

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

ASSURANCE COMPLIANCE: The certifications signed by the Grantee in the application relating to maintenance of a Drug-Free workplace (44 CFR Part 17, Subpart F) and New Restrictions on Lobbying (44 CFR Part 18) apply to this grant agreement and are incorporated by reference.

BUDGET REVISIONS: The Grantee shall follow prior approval requirements for budget revisions found in 44 CFR 13.30. Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when such cumulative transfers among those direct cost categories exceed ten percent of the total budget.

If a Grantee estimates that it will have obligated funds remaining after the end of the performance period, the Grantee must report this to the FEMA Regional Office at the earliest possible time and ask for disposition instructions.

CLOSE OUT: Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) a final Financial Status Report (FF 20-10), (2) final program performance report, (3) an inventory of equipment purchased under each grant's funds, (4) an inventory of Federally-owned property, (5) other required documents specified by program regulation.

Report Acceptance: FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee and FEMA's records, and close out the grant in writing.

Record Retention: Records shall be retained for 3 years (except in certain rare circumstances described in 44 CFR 13.42) from the date the final financial status report is submitted to FEMA in compliance with 44 CFR 13.42.

CONSTRUCTION PROJECT REQUIREMENTS:

0. Acceptance of Federal funding requires the Grantee and any Sub-grantees to comply with all Federal, state and local laws prior to the start of any construction activity. Failure to obtain all appropriate Federal, state and local environmental permits and clearances may jeopardize Federal funding.
0. Any change to the approved scope of work will require re-evaluation for Grantee and Sub-grantee compliance with the National Environmental Policy Act and other laws and Executive Orders.
0. If ground disturbing activities occur during construction, the Grantee and any Sub-grantees must ensure monitoring of ground disturbance and, if any potential archeological resources are discovered, the Sub-grantee will immediately cease construction in that area and notify the Grantee and FEMA.

COPYRIGHT: The Grantee is free to copyright any 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 constitute an endorsement by FEMA or reflect FEMA views.

COST SHARE: The Grantee shall follow cost-sharing requirements mandated by program statute or regulation and in compliance with 44 CFR 13.24. Cost-share funding shall be available with the approval of each grant. Performance Period extensions shall not be approved for delays caused by lack of cost-share funding.

ENFORCEMENT: FEMA enforcement remedies shall be processed as specified in 44 CFR 13.43, Enforcement when the Terms and Conditions of this Grant Award are not met.

EQUIPMENT/SUPPLIES: The Grantee must comply with the regulations listed in 44 CFR 13.32, Equipment, 44 CFR 13.33 Supplies, and 44 CFR 13.36 Procurement, and must be in compliance with state laws and procedures.

FUNDS TRANSFER: No transfer of funds to agencies other than those identified in the approved grant agreement shall be made without prior approval of FEMA.

INSURANCE: In compliance with Public Law 103-325, Title V National Flood Insurance Reform Act of 1973, section 582 requires that any Federal assistance provided to a person for the repair, replacement, or restoration for damage to any personal, residential or commercial property at any time must maintain flood insurance if the property is located in a Special Flood Hazard Area.

PAYMENT: Grantee shall be paid using the Federal Health and Human Services (HHS) Payment Management System-SMARTLINK, provided Grantee maintains and complies with procedures for minimizing the time between transfer of funds from the US Treasury and disbursement by the Grantee and Sub-grantees. The Grantee commits itself to: 1) initiating cash draw downs only when actually needed for its disbursement; 2) timely financial reporting per FEMA requirements,

using the SF 269 or equivalent report; and 3) imposing the same standards of timing and amount upon any secondary Grantee.

Sub-grantees must comply with the same payment requirement as the Grantee and must comply with the requirements specified in the Grantee's Sub-grant award agreements.

PERFORMANCE PERIODS:
Program/Project/Sub-grant Approval and/or Awards:

All grant award activities, including all projects and/or activities approved under each sub-grant award, shall be completed within the time period prescribed and authorized on the obligating documents.

All costs must be incurred within the approved performance period or be approved pre-award costs.

Extensions: Requests for time extensions to the Performance Period will be considered but will not be granted automatically and must be supported by adequate justification submitted to the Regional Office in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended Performance Period; and a description of performance measures necessary to complete the activity. Without justification, extensions requests will not be processed. Financial and progress reports must be current in order for a time extension to be considered.

RECOVERY OF FUNDS:
The Grantee will process the recovery of assistance paid to Sub-grantees processed through error, misrepresentation, or fraud or if funds are spent inappropriately. Recovered funds shall be submitted to FEMA as soon as the funds are collected, but no later than 90 days from the expiration date of the appropriate grant award agreement.

All fraud identifications will be reported to the FEMA Inspector General's office. The Grantee agrees to cooperate with investigation conducted by the FEMA Inspector General's office.

REFUND, REBATE, CREDITS: The Grantee shall transfer to FEMA the appropriate share, based on the Federal support percentage, of any refund, rebate, credit or other amounts arising from the performance of this agreement, along with accrued interest, if any. The Grantee shall take necessary action to effect prompt collection of all monies due or which may become due and to cooperate with FEMA in any claim or suit in connection with amounts due.

REPORTS:
Federal Cash Transaction Report: If the Grantee uses HHS-SMARTLINK, the Grantee shall submit to FEMA a copy of the PMS 272 Cash Transaction Report submitted to HHS.

Financial Status Report: The Grantee shall submit Financial Status Reports, Federal Form 20-10, to the FEMA Regional Office 30 days after the end of each Federal quarter following the initial grant award. The Regional Director may waive the initial report. The Grantee shall

submit quarterly financial status reports thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30.

Performance Report: The Grantee shall submit performance reports to the FEMA Regional Office within 30 days after end of each quarter. The report shall consist of a comparison of actual accomplishment to the approved activity objectives. The Regional Director may waive the initial report. The Grantee shall submit quarterly performance reports thereafter until the grant ends. Reports are due January 30, April 30, July 30, and October 30.
Quarterly performance report shall report the name, completion status, expenditure, and payment-to-date of each approved activity/sub-grant award under the Grant Award.

Final Reports: The Grantee shall submit a Final Financial Status Report and Performance Report 90 days after the close of the grant. Performance Reports should be submitted to the Assistance Officer, listed under Article VI, FEMA Officials.

TERMINATION: The Grantee, Sub-grantee, or FEMA may terminate grant award agreements by giving written notice to the other party at least seven (7) calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail, return receipt requested. The Grantee's authority to incur new costs will be terminated upon the date of receipt of the notice or the date set forth in the notice. Any costs incurred up to the earlier of the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Close out of the grant award will be commenced and processed as prescribed under Article VII. 3.

ARTICLE VIII. 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 any Sub-grantees shall also be bound by the Pre-Disaster Mitigation Guidance document. 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

OMB Circular A-21 Cost Principles for Educational Institutions

OMB Circular A-122 Cost Principles for Non-profit 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)

31 CFR 205.6 Funding Techniques

APPLICATION Grant application received by FEMA on _____ with revisions received on_____.