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# Articles of Agreement

## DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY

### Pre-Disaster Mitigation (PDM) Disaster Resistant University (DRU) Grant Program Agreement Articles

CFDA #97.063

**GRANTEE:** \_\_\_\_\_

**AGREEMENT NUMBER:** \_\_\_\_\_

**AMENDMENT NUMBER:** \_\_\_\_\_

**DESIGNATED AGENCY:** \_\_\_\_\_

#### ARTICLE I. FEMA AUTHORITY

The United States of America through the Department of Homeland Security's Federal Emergency Management Agency (FEMA), (hereinafter referred to as "the Grantor") agrees to grant to the State/Tribal/Territorial 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 Disaster Resistant University Grant Program authorized under the §203 Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § §5121-5206 (Stafford Act), as amended by § 102 of the Disaster Mitigation Act of 2000 (DMA) and activated in 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 Program Narrative Statement, which was included as part of the application package and made a part of these Grant Agreement Articles.



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**ARTICLE III. PERIOD OF PERFORMANCE**

Mitigation planning grant performance periods are limited to two years. For plans, a draft plan must be submitted for review by FEMA within 18 months, and a final plan must be submitted to FEMA within two years of award.

Mitigation project grant performance periods are limited to three years. Projects expected to require more than three years to complete will not be considered. Designs must be completed and construction contracts must be awarded within 12 months. Mitigation projects must be completed within three years of award.

The grant recipient has up to 90 days following the expiration of the performance period to liquidate valid expenditures incurred during the performance period. Unexpended funds, or cost underruns, remaining after the performance period expiration date must be reported to FEMA for de-obligation. Cost underruns from one Sub-grantee cannot be used to meet another Sub-grantee's cost overrun.

**ARTICLE IV. AMOUNT AWARDED**

This Grant Agreement is for the administration and completion of an approved DRU grant award for fiscal year 2003. 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	_____	_____	_____

To implement this grant award, the Grantee shall follow Emergency Management and Assistance regulations contained in 44 CFR Part 13, Uniform Administrative Requirements for Grants and



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Cooperative Agreements to State and Local Governments as well as Office of Management and Budget Circulars A-102 and A-87 and program guidance.

**ARTICLE V. 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/Completion extensions shall not be approved for delays caused by lack of cost-share funding.

The cost-share requirement for this award is 75 % Federal and 25 % non-Federal. The approved budget is: Federal funds of \$ \_\_\_\_\_ (75%) and non-Federal funds of \$ \_\_\_\_\_ (25%) for a total approved amount of \$ \_\_\_\_\_.

**ARTICLE VI. FEMA OFFICIALS**

FEMA officials are as follows:

- a. The Project Officer (PO) 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 Program Narrative Statement of the application.

The Project Officer is: \_\_\_\_\_  
The Alternate Project Officer is: \_\_\_\_\_

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

The Assistance Officer is: \_\_\_\_\_

**ARTICLE VII. TERMS AND CONDITIONS**

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

1. **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.



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### 2. BUDGET REVISIONS:

- a. The Grantee shall follow prior approval requirements for Budget Revisions found in 44CFR Part 13.30. Transfer of funds between 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.
- b. 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 90 days prior to the end of the performance period and ask for disposition instructions.
- c. Program income shall be deducted from outlays which may be both Federal and non-Federal. Program income may be used to meet the cost sharing or matching requirement of the grant agreement. The amount of the Federal grant award will remain the same.

### 3. CLOSE OUT:

- a. **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 (SF269 or FF 20-10), (2) final program performance report, (3) an inventory of equipment purchased under each grant's funds, (5) an inventory of Federally-owned property, (6) other required documents specified by program regulation.
- b. **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.
- c. **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.

4. **CONSTRUCTION PROJECT REQUIREMENTS:** Prior to the start of any construction activity, the Grantee shall ensure that all applicable Federal, State, and local permits and clearances are obtained including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

5. **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



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acknowledgement of FEMA financial support and a statement ~~by the FEMA Grant Number and~~ that the publication does not necessarily reflect FEMA's views.

6. **ENFORCEMENT:** FEMA enforcement remedies shall be processed as specified under 44 CFR 13.43 Enforcement when the Terms and Conditions of this Grant Award are not met.
7. **EQUIPMENT/SUPPLIES:** The Grantee must comply with the regulations listed under 44 CFR 13.32 Equipment, 13.33 Supplies, and 13.36 Procurement, and must be in compliance with State law and procedures.
8. **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.
9. **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.
10. **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.
11. **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 arrival of the date of receipt of the letter or the date set forth in the notice. Any costs incurred prior to termination 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. PAYMENT:— REQUEST FOR ADVANCE/REIMBURSEMENT

- A. The Grantee shall be paid in advance 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 expenditure disbursement by the Grantee. (See 44 CFR Part 13.21(i) regarding payment of interest earned on advances.) When these requirements are not



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met, the Grantee will be required to use the reimbursement method as the preferred funding method;  
or

- B. FEMA will use 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.
1. 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 maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds. (See 44 CFR, Part 13.21(i) regarding payment of interest earned on advances.)

The Grantee may use the Internet at [www.fema.gov/ofm/grants2.shtm](http://www.fema.gov/ofm/grants2.shtm) to download the Standard Forms 1199A and 270.

### ARTICLE IX. GRANT AWARD AMENDMENTS

**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. Work must be in progress on the approved scope of work during the original performance period in order to qualify for an extension. The request for an extension must be submitted at least 60 days prior to the expiration date of the performance period. Extension requests will not be considered unless performance and financial reports are current.

### ARTICLE X. REPORTS:

- a. **Federal Cash Transaction Report:** If the Grantee uses the Federal Health and Human Services (HHS) Payment Management System - SMARTLINK, the Grantee shall submit to FEMA a copy of the PMS 272 Cash Transaction Report submitted to HHS.
- b. **Financial Status Report:** The Grantee shall submit Financial Status Reports, Standard Form 269 or Federal Form 20-10 to the FEMA Regional Office 30 days after the end of the first Federal quarter following the initial grant award. The Regional Director may waive this 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. Final financial reports are due 90 days after the close of the grant.
- c. **Performance Report:**



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The Grantee shall submit performance reports (no required format) to the FEMA Regional Office within 30 days after end of each quarter. The report shall consist of a comparison of actual accomplishments to the approved activity objectives. Reports are due January 30, April 30, July 30, and October 30. Quarterly performance reports shall report the name, completion status, including reason why an activity may not be progressing, expenditure, and payment-to-date of each approved activity/sub-grant award under the Grant Award. Final performance reports are due 90 days after the close of the grant and performance reports should be submitted to the Assistance Officer, listed under Article VI, FEMA Officials.

- d. **Enforcement:** The Regional Director may suspend drawdowns from the HHS/Payment Management System-SMARTLINK, or suspend electronic funds transfer or reimbursement payments if quarterly reports are not submitted on a time.

## ARTICLE XI. 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 Guidance Document, which is attached hereto and NOFA, dated July 7, 2003, Volume 68, Number 129 page 40284-40289, (FR Doc 03-17043). 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 Nonprofit Organizations]

OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations

### Commonly Applicable Statutes and Regulations



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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 Award/Cooperative Agreement application received and approved by  
FEMA on \_\_\_\_\_ with revisions received on \_\_\_\_\_.