

Federal Emergency Management Agency
Agreement Articles

SARA Title III - HAZMAT Training for Tribal Nations

CFDA No. 97.020

GRANTEE: _____

AGREEMENT NUMBER: _____ AMENDMENT NUMBER: _____

PERFORMANCE PERIOD: _____

ARTICLE I – PROGRAM 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.

ARTICLE II – PERIOD OF PERFORMANCE

The period of performance shall be twelve (12) months from the effective date of this Grant Agreement: _____ thru _____.

ARTICLE III – AMOUNT AWARDED

This Grant Agreement is for the administration and completion of an approved Hazardous Materials Training Program. Grant Agreement funds shall not be used for other purposes.

The budgeted estimates for object classes for this award are:

	Federal	Cost Share	Total
Personnel	\$ _____	\$ _____	\$ _____
Fringe Benefit	_____	_____	_____
Travel	_____	_____	_____
Equipment	_____	_____	_____
Supplies	_____	_____	_____
Contractual	_____	_____	_____
Construction	_____	_____	_____
Other	_____	_____	_____
TOTAL DIRECT	_____	_____	_____
Indirect Charges	_____	_____	_____
TOTAL BUDGET	_____	_____	_____

The amount awarded is _____ Federal Share. The Grantee Share is _____.

The cost share for this Grant Agreement is 80% Federal Share / 20% Grantee Share.

ARTICLE IV – 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 met, the Grantee will be required to use the reimbursement method as the preferred funding method.

Or –

- B. 1. 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.
2. 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.
3. The Grantee may use the Internet at www.fema.gov/ofm/grants2.shtm to download the Standards Forms 1199A and 270.

ARTICLE V – FINANCIAL REPORTS

The Grantee shall submit a semi-annual and final financial report, Financial reports, FEMA Form 20-10, Financial Status Report, will be submitted to the FEMA Regional Office within 30 days after end of reporting period. Reporting dates are: April 30 and October 30. Final financial reports are due 90 days after the close of the grant. The reports are to be submitted to the FEMA Regional Office. The address is as follows:

FEMA Region _____

Attn: Assistance Officer, Operations Support Division

In addition, if the Grantee uses Smartlink, the Grantee shall submit a copy of the PMS 272 report to the address shown above.

ARTICLE VI – PERFORMANCE REPORTS

The Grantee shall submit semi-annual performance reports to the FEMA Regional Office within 30 days after the end of each reporting period. Final performance reports are due 90 days after the close

of the grant. 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 VII – FEMA OFFICIALS

A. FEMA officials for the Grant Agreement are as follows:

1. The Program Officer (PO) shall be an official at the FEMA Regional Office who will be responsible for the technical monitoring of the stages of work and technical performance of the activities described in the Program Narrative Statement.
2. The Assistance Officer (AO) is the FEMA official who has full authority to negotiate, administer and execute all business matters of the Grant.

B. Identification –

1. The Program Officer is _____.
2. The Assistance Officer is _____.

ARTICLE VIII – BUDGET

A. The Grantee shall follow funding requirements found in 44 CFR, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and Office of Management and Budget Circulars A-102 and A-87.

B. The purchase of equipment, salaries, combining of the Hazardous Materials Transportation Act funds with 305(a) funds, and attending Emergency Management Institute (EMI), or the National Fire Academy (NFA) courses (since separate funds are available for that training) are ineligible costs.

C. All contributions, cash and in-kind, are accepted as part of the Grantee's matching share. Except as allowed by Federal statute, no other Federal grant funds can be used as a match. The following documentation is required for matching cash contributions: Record of source of the donation, dates, rates, amounts, and deposit slips. The following documentation is required for matching in-kind contributions: Record of the donation, dates, rates, and amount. Requirements for in-kind contributions can be found in OMB Circular A-102, Common Rule, Part 13.24.

D. 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 and ask for disposition instructions.

E. No monetary increase amendments hereto, or time extension amendments hereto, will be approved unless all financial or performance reports are current.

F. No transfer of funds to agencies other than those identified in the approved grant application shall be made without prior approval of FEMA.

ARTICLE IX – OTHER TERMS AND CONDITIONS

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

- A. 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.

- B. 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 necessarily reflect FEMA's views.

ARTICLE X – 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 a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of A-133.

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 [can also include NOFA, with appropriate citation]. 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

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 Grant Agreement Application and Assurances contained therein received
by FEMA on _____ with revisions on _____.