



FEMA

**ATTACHMENT I
FY 2007 FLOOD MITIGATION ASSISTANCE
AGREEMENT ARTICLES**

**Department of Homeland Security
Federal Emergency Management Agency
Flood Mitigation Assistance Agreement Articles**

CFDA# 97.029

GRANTEE: _____

AGREEMENT NUMBER: _____ AMENDMENT NUMBER: _____

DESIGNATED AGENCY: _____

PERFORMANCE PERIOD: _____

GENERAL INFORMATION

The Flood Mitigation Assistance (FMA) program is a pre-disaster grant program that provides funding to States, Territories, Tribal entities and communities to assist in their efforts to reduce or eliminate the risk of repetitive flood damage to buildings and structures insurable under the National Flood Insurance Program (NFIP). Planning, Technical Assistance and Project grants are offered under this program. The FMA program regulations are codified in 44 Code of Federal Regulations (CFR) Part 78. The Catalog of Federal Domestic Assistance (CFDA) number is 97.029. Any changes of scope to the original project application must be approved by FEMA prior to September 30 of FY 2008.

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 FMA program, authorized under Sections 1366 and 1367 of the National Flood Insurance Act of 1968 (NFIA, or "the Act"), 42 USC 4104c, as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264, with the goal of reducing or eliminating claims under the NFIP. 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.

ARTICLE III – PERIOD OF PERFORMANCE

The period of performance shall be [AWARD DATE] through [END DATE]. The recommended performance period of all FMA grants (Planning, Project or Technical Assistance) is two years.

ARTICLE IV – AMOUNT AWARDED

This Grant is for the administration and completion of an approved Flood Mitigation Assistance [Planning, Project, or Technical Assistance] grant. Grant funds shall not be used for other purposes. At least 25% of the total eligible costs must be provided by a non-Federal source. Of this 25%, no more than half can be provided as in-kind contributions from third parties. The amount awarded is \$_____ of Federal funds/\$_____ Recipient Share.

The Grantee shall follow 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 – REQUEST FOR ADVANCE

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 disbursement. When these requirements are not met, the Recipient will be required to use the reimbursement method as the preferred funding method.

ARTICLE VI – FINANCIAL REPORTS

The Grantee shall submit quarterly financial reports to the FEMA Regional Office 30 days after the end of each quarter. Reporting dates are no later than January 30, April 30, July 30 and October 30. Quarterly financial reports are required for all quarters that the grant is open through the entire performance period. Final financial reports are due 90 days after the close of the grant. The grantee shall submit copies of all financial reports to:

FEMA Region ____

Attn: Assistance Officer, Acquisition and Resources Planning (ARP)

ARTICLE VII – PERFORMANCE REPORTS

- A. The Grantee shall submit performance reports to the FEMA Regional Office 30 days after the end of each quarter. Reporting dates are no later than January 30, April 30, July 30 and October 30. Quarterly reports are required for all quarters that the grant is open through the entire performance 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.
- B. Quarterly performance reports shall include a description of the significant activities and developments that have occurred within the applicable quarter, including a comparison of actual accomplishments to the objectives established in the application. The following content should accompany the quarterly performance reports, as applicable:
1. For FMA Project grants, the grantee shall provide depending on the nature of the grant:
 - a. List of communities receiving project subgrants.
 - b. List by address of repetitive loss properties acquired, elevated, or relocated to date under the subgrant for that quarter in each community. This list shall include the NFIP insurance policy number and whether properties since 1978 have 2 insured losses ten days apart within a 10 year period; or 4 or more insured losses; 2-3 insured losses that are greater than or equal to the building's fair market value, or 2-3 losses that are less than the buildings fair market value.
 - c. Detailed description of work in progress for each project such as: engineering and design; permitting; selecting contractor(s); or construction phase activities completed and in process; or interim/final inspections or certificates.
 2. For FMA Planning grants, the grantee shall provide depending on the nature of the grant:
 - a. List of communities receiving planning subgrants to develop, prepare, or update State and local flood hazard mitigation plans compliant with 44 CFR Part 78.5 or the flood portions of any multi-hazard mitigation plan which is compliant with 44 CFR Part 201.
 - b. Status of plans being developed, prepared or updated, including a list of those adopted by the local communities and/or State during that quarter.
 - c. Description of other planning activities completed under each sub-grant such as hiring a planner, plan development, or plan review.
 - d. List of grant-funded workshops and seminars conducted for local hazard mitigation planning.
 3. For FMA Technical Assistance grants, the grantee shall provide depending on the nature of the grant:
 - a. Description of assistance provided by the grantee for the preparation of grant applications from communities.
 - b. Description of other grants administration work completed by the grantee such as reviewing and ranking grant applications, and selecting and making grant awards.
 - c. Description of pre-award activities completed on behalf of sub-grantees such as environmental review, benefit-cost analysis, design work and etc.

- C. The Grantee shall submit a final performance report 90 days after the close of the grant to the FEMA Regional Office at the address listed in Article V. Final performance reports for project grants shall include a complete listing of properties mitigated, or, in the case of minor structural projects, a full description of the completed projects with estimated numbers of flood insured or insurable properties that will benefit from the project, as well as the longitude and latitude of all properties mitigated. Final performance reports for planning grants shall attach copy of plans produced with these grant funds, the date each plan was adopted the local community and/or State, and the date each plan was approved by FEMA.

ARTICLE VIII – FEMA OFFICIALS

- A. FEMA officials for the Flood Mitigation Assistance Grant are as follows:

- 1. The Project 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.

The Project Officer is: _____

- 2. The Assistance Officer (AO) is the FEMA official who has full authority to negotiate, administer and execute all business matters of the Grant.

The Assistance Officer is: _____

ARTICLE IX – BUDGET

- A. The Grantee shall follow prior approval requirements for Budget Revisions found in the Emergency Management and Assistance Regulations, 44 CFR Part 13.30. Transfers 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 10% of the total budget. The Recipient shall obtain prior written approval for any budget revision that would result in the need for additional funds.
- B. If a Grantee estimates that it will have unobligated funds remaining after the end of the performance period, the recipient should report this to the FEMA Regional Office at the earliest possible time and ask for disposition instructions.
- C. 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. 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 project. Without the justification, extensions requests will not be processed. Notification of a request for extension should occur 60 days prior to the end of the performance period of the grant. Extensions will not be granted if the grantee has any overdue financial or performance reports

ARTICLE X – OTHER TERMS AND CONDITIONS

- A. The funds for the Grant shall only be used to cover allowable costs, included in the application package, which are incurred during the performance period. In addition, valid obligations incurred before the end of the performance period for purchased services, equipment and supplies, specifically identified in the approved application shall be considered allowable grant costs to the extent of actual expenditures.
- 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 program 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.
- C. Grantees and sub-grantees shall support FEMA's review by preparing necessary studies, documentation and assessments, in accordance with 44 CFR Part 10.7(c)(2). Grantees and sub-grantees shall integrate environmental and cultural resources considerations and compliance into initial planning, decision-making and project development to facilitate and assist FEMA with compliance with applicable laws and Executive Orders. Grantees and subgrantees shall consult with the FEMA Regional Environmental Officer concerning specific requirements and technical assistance, in accordance with 44 CFR 10.7(c)(1), for integrating environmental and cultural resources compliance into project planning and design.

All required project conditions resulting from FEMA's environmental and historic preservation review must be implemented as directed to maintain eligibility for funding. Any change in scope affecting the physical footprint, size, location, capacity, or nature of the proposed project must undergo additional environmental review.

- D. The Grantee agrees, by accepting the funds in this Grant agreement from FEMA, to comply with all the provisions of 44 CFR, Subsection 13.32, Equipment. Instructions on which property items are to be reported should be provided in writing by the Program Officer or his/her designate.
- E. The Grantee shall transfer to FEMA the appropriate share, based on the Federal support percentage, of any refund, rebate, credit or other income 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.

ARTICLE XI – AUDIT REQUIREMENTS

Grantees must follow the audit requirements of Office of Management and Budget (OMB) Circular No. A-133.

ARTICLE XII – 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.

Title 44 of the Code of Federal Regulations (CFR)

44 CFR Part 78 - FMA Regulations

31 CFR 205.6 - Funding techniques

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

ASSURANCES Submitted with the SF 424 Application for Federal Assistance

APPLICATION Grant Award/Cooperative Agreement application received and approved by FEMA on _____ with revisions received on_____.