

Agreement Articles



FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - FIRE PREVENTION AND SAFETY

GRANTEE: City of Miami Department of Fire Rescue

PROGRAM: Fire Prevention

AGREEMENT NUMBER: EMW-2006-FP-01822

AMENDMENT NUMBER:

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Article I - Project Description

The grantee shall perform the work described in the approved grant application's Narrative. That narrative is made a part of these grant agreement articles by reference. The purpose of the Assistance to Firefighters - Fire Prevention and Safety Grants is to provide funds to national, State, local or community organizations that are recognized for their experience and expertise with respect to fire prevention or fire safety programs and activity.

After careful consideration, DHS has determined that the grantee's project submitted as part of the grantee's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the program's purpose and worthy of award. The grantee shall perform the work described in the approved grant application as itemized in the request details section of the application and further described in the grant application's narrative. These sections of the application are made a part of these grant agreement articles by reference. The grantee may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval. Any material deviation from the approved program narrative will result in the grantee

grant funding.

Article II - Grantee Concurrence

By requesting and receiving Federal grant funds provided by this grant program, the grantee accepts and agrees to abide by the terms and conditions of the grant as set forth in this document and the documents identified below. All documents submitted as part of the application are made a part of this agreement by reference.

Article III - Period of Performance

The period of performance shall be from 27-JUL-07 to 26-JUL-08.

The grant funds are available to the grantee for obligation only during the period of performance of the grant award. The grantee is not authorized to incur new obligations after the expiration date unless the grantee has requested, and DHS has approved, a new expiration date. The grantee has 90 days after period of performance to pay for obligations incurred during period of performance. Award expenditures are for the purposes detailed in the approved grant application only. The grantee cannot transfer funds to other agencies or departments without prior written approval from DHS.

Article IV - Amount Awarded

The amount of the award is detailed on the Obligating Document for Award attached to these articles. Following are the budgeted estimates for object classes for this grant (including Federal share plus grantee match):

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$199,418.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect Charges	\$0.00
Total	\$199,418.00

Article V - Requests for Advances or Reimbursements

Grant payments under the Assistance to Firefighters - Fire Prevention and Safety Grants are made on an advance or reimbursable basis for immediate cash needs. When the grantee needs grant funds and has obtained a user account, the grantee fills out the on-line Request for Advance or Reimbursement. If the grantee has not obtained a user account, an account may be obtained by calling the help desk at 1-866-274-0960.

Article VI - Budget Changes

Generally, changes in the budget-line items are permitted, as long as the original program narrative is accomplished. The only exception to this provision is for grants where the Federal share is in excess of \$100,000.00. In grants where the Federal share exceeds \$100,000.00, the budgeted line items can be changed, but if the cumulative changes exceed ten (10) percent of the total budget, changes must be pre-approved. To request budget changes the grantee can file an amendment through the on-line system.

Article VII - Financial Reporting

The data for the Award and Obligation will be used for interim financial reporting.

purposes. At the end of the performance period, or upon completion of the grantee's program narrative, the grantee must complete, on-line, a final financial report that is required to close out the grant. The Financial Status Report, is due within 90 days after the end of the performance period.

Article VIII - Performance Reports

The grantee must submit a semi-annual and a final performance report to DHS. The final performance report should provide a short narrative on what the grantee accomplished with the grant funds and any benefits derived there from. The semi-annual report is due six months after the award date.

Article IX - DHS Officials

Program Officer: Catherine Patterson, is the Program Officer for the Fire Prevention and Safety Grants. The Program Officer is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application.

Grants Assistance Officer: Arlyce Powell, is the Assistance Officer for this grant program. The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters.

Grants Management Branch POC: Lawrence White is the point of contact for this grant award and shall be contacted for all financial and administrative grant business matters. If you have any questions regarding your grant please call 703-605-0756.

Article X - Other Terms and Conditions

Pre-award costs directly applicable to the awarded grant are allowable if approved in writing by the DHS program official.

Article XI - General Provisions

The following are hereby incorporated into this agreement by reference:

44 CFR, Emergency Management and Assistance

- Part 7 Nondiscrimination in Federally-Assisted Programs
- Part 13 Uniform administrative requirements for grants and cooperative agreements to state and local governments
- Part 17 Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-free Workplace (Grants)
- Part 18 New Restrictions on Lobbying

31 CFR 205.6 Funding Techniques

OMB Circular A-21 Cost Principles for Educational Institutions

OMB Circular A-87 Cost Principles for State/local Governments, Indian tribes

OMB Circular A-122 Cost Principles for Non-Profit Organizations

Federal Acquisition Regulation (FAR) 31.2 Cost Principles for Profit making Organizations

OMB Circular A-113 Uniform Administrative Requirements for Grants and Agreements With State and Local

102 Governments Assistance to Firefighters Grant Application and Assurances contained therein.
OMB Circular A- Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher
110 Education, Hospitals, and Other NonProfit Organizations Assistance to Firefighters Grant
Application and Assurances contained therein.

Article XII- Audit Requirements

All grantees must follow the audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. The main requirement of this OMB Circular is that grantees that expend \$500,000.00 or more in Federal funds (from all Federal sources) must have a single audit performed in accordance with the circular.

As a condition of receiving funding under this grant program, you must agree to maintain grant files and supporting documentation for three years after the conclusion of the grant. You must also agree to make your grant files, books, and records available for an audit by DHS, the General Accounting Office (GAO), or their duly authorized representatives to assess the accomplishments of the grant program or to ensure compliance with any requirement of the grant program.

Additional Requirements if applicable

**FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

1a. AGREEMENT NO. EMW-2006-FP-01822	2. AMENDMENT NO. 0	3. RECIPIENT NO. 59-6000375	4. TYPE OF ACTION AWARD	5. CONTROL NO. W437685N
6. RECIPIENT NAME AND ADDRESS City of Miami Department of Fire Rescue 444 SW 2 Av Miami Florida, 33130-1910	7. ISSUING OFFICE AND ADDRESS Grants Management, Operations Directorate 245 Murray Line - Building 410,SW Washington DC, 20528-7000 POC: Lawrence White 703-605-0756		8. PAYMENT OFFICE AND ADDRESS FEMA,Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472	
9. NAME OF RECIPIENT PROJECT OFFICER Pete Gomez	PHONE NO. 3054165430	10. NAME OF PROJECT COORDINATOR Catherine Patterson	PHONE NO. 1-866-274-0960	
11. EFFECTIVE DATE OF THIS ACTION 27-JUL-07	12. METHOD OF PAYMENT SF-270	13. ASSISTANCE ARRANGEMENT Cost Sharing	14. PERFORMANCE PERIOD From:27-JUL-07 To:26-JUL-08	

Budget Period
From:20-OCT-06 To:30-SEP-07

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (AACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMMULATIVE NON-FEDERAL COMMITMENT
FP	97.044	2007-62-0632RE-63000000-4101-R	\$0.00	\$159,535.00	\$159,535.00	\$39,883.00
TOTALS			\$0.00	\$159,535.00	\$159,535.00	\$39,883.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant - Fire Prevention and Safety Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/A

DATE
N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)
Arlyce Powell

DATE
17-JUL-07

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