

**ARIZONA DEPARTMENT OF EMERGENCY
AND MILITARY AFFAIRS**

Arizona Division of Emergency Management
5636 East McDowell Road, Building M5101, Phoenix, Arizona 85008-3495
(602) 244-0504 1-800-411-2336



Janice K. Brewer
GOVERNOR

MG Hugo E. Salazar
THE ADJUTANT GENERAL

March 11, 2011

Mr. Matt Bolinger, Director
Gila County Emergency Management
5515 S. Apache Ave., Suite 400
Globe, AZ 85001

Subj: Repetitive Flood Claims Program, Grant #RFC-09-AZ-2010

Dear Mr. Bolinger:

Congratulations! The acquisition/demolition project for the Bruce and Brenda Pool property has been awarded in the amount of \$176,924 Federal Share with no match requirement.

Please see the enclosed Repetitive Flood Claims Grant Agreement Articles which will provide you with specific information regarding this grant.

Gila County must submit the enclosed quarterly performance report to the Arizona Division of Emergency Management (ADEM) no later than the 15th of January, April, July and October for activities which occurred the three months prior to the quarterly report due date. The first report will be due on July 15, 2011.

If you have any questions regarding this award, please contact me at (602) 464-6254, darlene.trammell@azdema.gov or Allen Howard at (602) 464-6349, allen.howard@azdema.gov.

Sincerely,

A handwritten signature in blue ink that reads "Darlene Trammell".

Darlene Trammell
State Hazard Mitigation Officer
Arizona Division of Emergency Management

/dt

Enclosure

cc: Debra Williams, Gila County

Award Letter

U.S. Department of Homeland Security
FEMA Region IX
1111 Broadway
Suite 1200
Oakland, CA 94607



FEMA

Darlene Trammell
Mitigation Grants Program Manager, Arizona Division of Emergency Management
5636 E. McDowell Road

Phoenix, AZ 85008-3495

Dear Darlene Trammell :

Enclosed is an executed copy of FEMA Form 76-10A reflecting the award to your FY 2010 RFC Grant (RFC-09-AZ-2010). Your SMARTLINK Grant Payment Account will be adjusted accordingly.

By accepting this award you assume certain administrative and financial responsibilities including the timely submission of all financial and programmatic reports, resolution of all interim audit findings and the maintenance of a minimum level of cash on hand. Should you not adhere to these responsibilities, you will be in violation of the terms of this award.

If you have any questions regarding this matter, please call **Aaron Lim** at 510-627-7036.

Sincerely,

Melissa A. Pulver
Assistance Officer

www.fema.gov

RFC Agreement Articles

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

Repetitive Flood Claims Grant Agreement Articles

CFDA# 97.092

GRANTEE: Arizona Division of Emergency Management**AGREEMENT NUMBER: EMF-2011-RC-0001 AMENDMENT NUMBER: 0****DESIGNATED AGENCY: Arizona Division of Emergency Management****PERFORMANCE PERIOD: 22-FEB-11 - 21-FEB-14****GENERAL INFORMATION:**

The Repetitive Flood Claims (RFC) grant 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). Project, Planning, and Management Cost grants are offered under this program.

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 Repetitive Flood Claims Grant Program, authorized under the Sections 1361(A) 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, 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 subgrantee awards. The period of performance shall be 22-FEB-11 through 21-FEB-14. All costs must be incurred during the period of performance unless pre-award costs are approved.

ARTICLE IV - AMOUNT AWARDED

This Grant is for the administration and completion of an approved Repetitive Flood Claims Grant. Grant funds shall 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:

Line Item	Total
Personnel	\$0.00
Fringe Benefit	\$0.00

Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$176,924.00
Construction	\$0.00
Other	\$0.00
TOTAL DIRECT	\$176,924.00
TOTAL BUDGET	\$176,924.00

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

There is no cost-share requirement for this award. The amount awarded is 100% Federal.

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: AARON LIM

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: Melissa A. Pulver

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:

1. Acceptance of Federal funding requires FEMA, the Grantee and any Subgrantees 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.
2. Any change to the approved scope of work will require re-evaluation by FEMA for Grantee and Subgrantee compliance with the National Environmental Policy Act and other laws and Executive Orders.
3. If ground disturbing activities occur during construction, the Grantee and any Subgrantees must ensure monitoring of ground disturbance and, if any potential archeological resources are discovered, the Subgrantee 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 guidance, 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 person receiving Federal assistance for the repair, replacement, or restoration for damage to any personal or residential 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 subgrantees. 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.

Subgrantees must comply with the same payment requirement as the Grantee and must comply with the requirements specified in the Grantee's subgrant award agreements.

DUPLICATION OF PROGRAMS:

FEMA will not provide assistance under the its programs for activities that it determines another Federal program has a more specific or primary authority to provide. FEMA also will not provide assistance for the applicant or subapplicant's legal obligations. FEMA may disallow or recoup amounts that duplicate other authorities.

DUPLICATION OF BENEFITS:

FEMA will not provide assistance under the program for activities that duplicate benefits received by or available to applicants, subapplicants and other project participants from insurance, other assistance programs, legal awards, or any other source to address the same purpose. Such individual or entity must notify the Grantee and FEMA of all benefits that it receives or anticipates from other sources for the same purpose, and must seek all such benefits available to them. FEMA will reduce the grant by the amounts available for the same purpose from another source. If FEMA provides assistance under this RFC program when other benefits are available, the Grantee will be liable to FEMA for any duplicative amounts that are received from other sources, and must reimburse FEMA for such amounts. FEMA also will not provide assistance for the applicant or subapplicant's legal obligations, such as those imposed by a legal settlement, court order or State law.

NON DISCRIMINATION:

The program must be administered in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status. The program complies with Section 308 of the Stafford Act and Title VI of the 1964 Civil Rights Act and other applicable laws. All applicants/Grantees must comply with Title VI, including State and local governments distributing Federal assistance.

Applicants/Grantees and subapplicants/subgrantees will ensure that no discrimination is practiced. Applicants must consider fairness, equity, and equal access when prioritizing and selecting project subapplications to submit with their application. Subapplicants and subgrantees must ensure fairness, equity and equal access when consulting and making offers of mitigation to property owners that benefit from mitigation activities.

CHANGES IN SCOPE OF WORK:

Requests for changes to the SOW after award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the subapplication, the feasibility and effectiveness of the

project, or the benefit cost ratio. Requests must be supported by adequate justification from the applicant in order to be processed. The justification is a description of the proposed change, a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity. All approvals will be at FEMA's discretion, and there is no guarantee that SOW changes will be approved.

PERFORMANCE PERIODS:

Program/Project/subgrant Approval and/or Awards:

All grant award activities, including all projects and/or activities approved under each subgrant 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.

RECOUPMENT OF FUNDS:

FEMA will recoup mitigation planning grant funds for grants that do not meet the deliverable criteria of an adopted, FEMA-approved mitigation plan by the end of the performance period.

RECOVERY OF FUNDS:

The Grantee will process the recovery of assistance paid to subgrantees 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 Financial Report (SF 425):**

The Grantee shall submit the Federal Financial Report (FFR) to the FEMA Regional Office within 30 days of the first Federal quarter following the initial grant award. The Grantee shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw downs may be withheld if these reports are delinquent.

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 Administrator 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 FFR and Performance Report 90 days after the end date of the performance period.

TERMINATION:

The Grantee, subgrantee, 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 subgrantees shall also be bound by the Program 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-102 Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments

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, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities

Sections 1361(A) 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

Title 44 of the Code of Federal Regulations (CFR)

44 CFR Part 79-Flood Mitigation Grants

44 CFR Part 80-Property Acquisition and Relocation for Open Space

44 CFR Part 9-Floodplain Management and Protection of Wetlands

44 CFR Part 10-Environmental Considerations

44 CFR Part 13-Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

31 CFR Part 205-Rules and Procedures for Funds Transfers

ASSURANCES Submitted with the SF 424 Application for Federal Assistance

APPLICATION Grant application received by FEMA on 23-NOV-09.

Award Package (Part 3 of 3)

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

1a. AGREEMENT NO. EMF-2011-RC-0001	2. AMENDMENT NO. 0	3. RECIPIENT NO. 86-6004791	4. TYPE OF ACTION STD	5. CONTROL NO. F482571N
6. RECIPIENT NAME AND ADDRESS Arizona Division of Emergency Management 5636 E. McDowell Road , Phoenix AZ , 85008-3495	7. ISSUING FEMA OFFICE AND ADDRESS FEMA Region IX 1111 Broadway , 1111 Broadway , Oakland, CA - 94607 Specialist:AARON LIM 510-627- 7036	8. PAYMENT OFFICE AND ADDRESS		
9. NAME OF RECIPIENT PROJECT OFFICER Allen Howard-Stidham	PHONE NO. 602-464-6349	10. NAME OF FEMA PROJECT COORDINATOR AARON LIM	PHONE NO. 510-627-7036	
11. EFFECTIVE DATE OF THIS ACTION 02-22-2011	12. METHOD OF PAYMENT H	13. ASSISTANCE ARRANGEMENT R	14. PERFORMANCE PERIOD From: 02-22-2011 To: 02-21-2014 Budget Period From: 10-01-2010 To: 09-30-2011	

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMMULATIVE NON-FEDERAL COMMITMENT
RFC	97.092	2011-05-5304M2-9092-4101-D	\$0.00	\$176,924.00	\$176,924.00	\$0.00
TOTALS			\$0.00	\$176,924.00	\$176,924.00	\$0.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
No

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)

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)

Signed by **Louis Trammell GRANTEE**

DATE

02-23-2011

18. FEMA SIGNATORY OFFICIAL (Name and Title)

Signed by **KEVIN CLARK**

Regional Director

DATE

02-24-2011

**Mitigation Grant Programs
Quarterly Report
Arizona Division of Emergency Management**

Applicant Name:	Date:	Report #:
Project Name:	Grant Award #:	
Grant Program Name:	Grant Program #:	
Anticipated Completion Date:	Completed Date (if applicable):	
Point of Contact:	Period of Performance:	
Office Phone #:	FEMA Approved Completion Date:	
FAX:	Address:	
Email Address:	City:	Zip:

Financial Status

Funding Categories	Approved Project Cost	Previous Expenditures	Expenditures This Period	Cumulative Expenditures	Balance Remaining
Federal Share	\$	\$	\$	\$	\$
Local Share	\$	\$	\$	\$	\$
Other Share	\$	\$	\$	\$	\$
Total Costs	\$	\$	\$	\$	\$
Anticipated Cost Overrun/Underrun	Explanation of Overrun/Underruns:				

Project Status

Briefly describe the project's progress as listed on the contract's Scope of Work:

What percentage of the project is completed?

Additional Comments : (If project is not "on schedule" describe why)

Signature

Applicant Agent: _____ Date: _____

