



Douglas A. Ducey
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700



Major General Michael T. McGuire
THE ADJUTANT GENERAL

December 22, 2015

Michael O'Driscoll
Gila County Emergency Management
5515 S. Apache Ave STE 400
Globe, AZ 85501

Subj: Pre-Disaster Mitigation Award Notification
PDMC-PL-09-AZ-2015-009/EMF-2016-PC-0003(0)

Dear Sir or Madam,

Congratulations! The Gila County Emergency Management, Planning Project, Gila County Hazard Mitigation Plan Update, has been awarded, through the Pre-Disaster Mitigation grant program, in the amount of **\$30,000.00** federal share with a **\$10,000.00** non-federal match requirement.

Please review the enclosed Pre-Disaster Mitigation award package which will provide you with standard requirements that apply to your organization in accepting this grant.

The Gila County Emergency Management must submit the enclosed quarterly performance report to the Arizona Department of Emergency and Military Affairs (DEMA) Mitigation 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 **January 15, 2016** even if the work has not yet started. **The Period Of Performance (POP) for the grant will be 05/29/2015 through 10/30/2018.**

Please review, sign, and return the enclosed Applicant Agreement as well as a completed Applicant Agent Form, in order to begin the acceptance of your award.

If you have any questions regarding this award, please e-mail me at Tom.Jones@azdema.gov or contact me directly at (602) 464-6349.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas 'Duke' Jones". The signature is written over a horizontal line that spans the width of the signature area.

Thomas "Duke" Jones
State Hazard Mitigation Officer

Attached:

- Copy of the FEMA award letter
- FEMA's Initial "Obligating Document for Award/Amendment"
- Applicant Agent form
- Applicant Agreement
- Request for Payment (RFP) Form
- ADEM Mitigation Quarterly Report form

Award Letter

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



Thomas Jones
State Hazard Mitigation Officer, Arizona Department of Emergency and Military Affairs
5636 E. McDowell Rd
Bldg M5101
Phoenix, AZ 85008-0000

Dear Thomas Jones:

Enclosed is an executed copy of FEMA Form 76-10A reflecting the award to your FY 2015 PDMC Grant (**PDMC-09-AZ-2015**). 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 **Joan Flack** at **510-627-7023**.

Sincerely,

Michelle Weaver
Assistance Officer

www.fema.gov

FY 2015
PRE-DISASTER MITIGATION PROGRAM
GRANT AGREEMENT ARTICLES
PRE-DISASTER MITIGATION GRANT AGREEMENT ARTICLES
CFDA# 97.047

RECIPIENT: Arizona Department of Emergency and Military Affairs

AGREEMENT NUMBER: EMF-2016-PC-0003

AMENDMENT NUMBER: 0

DESIGNATED AGENCY: Arizona Department of Emergency and Military Affairs

PERFORMANCE PERIOD: May 29, 2015 – October 30, 2018

GENERAL INFORMATION:

The **Pre-Disaster Mitigation (PDM)** grant program provides grants to States and Indian Tribal government or territory that, in turn, provide Subawards to local governments for cost-effective mitigation activities that are selected via a Ranking. Funds will be used to implement a sustained pre-disaster natural hazard mitigation program to reduce overall risk to the population and structures, while also reducing reliance on funding from actual disaster declarations.

ARTICLE I. FEMA AUTHORITY

The United States of America through the Department of Homeland Security's Federal Emergency Management Agency (FEMA) agrees to grant to the State/Indian Tribal government, through its designated agency named above, hereinafter referred to as "the Recipient," through its designated agency named above, the funds in the amount specified on the obligating document, to support the **Pre-Disaster Mitigation** Grant Program, authorized under 42 U.S.C. 5133, Section 203, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Public Law 93-288, as amended.

The Recipient agrees to abide by the Grant Award terms and conditions as set forth in this document.

ARTICLE II. PROJECT DESCRIPTION

The Recipient shall perform the work described in the application package and made a part of these Grant Agreement Articles.

ARTICLE III. PERIOD OF PERFORMANCE

The period of performance shall be May 29, 2015 through October 30, 2018. All costs must be incurred during the period of performance, including pre-award costs.

ARTICLE IV. AMOUNT AWARDED

This Grant Award is for the administration and completion of an approved **Pre-Disaster Mitigation project**. Funds approved under this Grant Agreement may not be used for other purposes. If costs exceed the amount of FEMA funding approved, then the Recipient shall pay the costs that are in excess of the approved budget.

The approved budget for this Grant Award by category is:

	TOTAL
Personnel	\$0.00
Fringe Benefit	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$180,400.00
Construction	\$0.00
Other	\$0.00
TOTAL DIRECT	\$180,400.00
Indirect Charges	\$0.00
TOTAL BUDGET	\$180,400.00

The Recipient shall follow regulations found in Title 2 Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards “Super Circular” [which supersedes 44 CFR Part 13, 2 CFR Part 215, and Office of Management and Budget (OMB) Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122, and A-133 as of December 26, 2014], Title 2 CFR Part 170, Reporting Subaward and Executive Compensation – Appendix A to Part 170 – Award Term (see ARTICLE VII. TERMS AND CONDITIONS), and the Hazard Mitigation Assistance Guidance to implement this Grant Agreement.

ARTICLE V. COST SHARE

The cost-share requirement for this award is 75% Federal and 25% non-Federal.

The cost-share for PDM is governed by 42 USC 5133, Section 203(h), of the Stafford Act:

- a. Small, impoverished communities may receive a Federal cost-share of up to 90% of the total cost to implement eligible PDM activities.
- b. The PDM program offers up to 75% Federal cost-share funding for all other activities and all other insured properties.

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 monitoring of the activities as described in the application.

The Project Officer is: Joan Flack

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

The Assistance Officer is: Michelle Weaver

ARTICLE VII. TERMS AND CONDITIONS

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

Federal Funding Accountability and Transparency Act:

The Federal Funding Accountability and Transparency Act (FFATA) of 2006 (2 CFR Part 170) requires Recipients to report certain information about themselves and their first-tier Subrecipients for each Federal award of \$25,000 or more awarded on or after October 1, 2010. (See attached APPENDIX A to Part 170-Award term).

ASSURANCE COMPLIANCE:

The certifications signed by the Recipient 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.

Prohibition on Using Federal Funds.

The Recipient understands and agrees that it cannot use any Federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

Compliance with Program Guidance.

The Recipient agrees that all use of funds under this Grant Agreement will be in accordance with the Unified Hazard Mitigation Assistance Guidance at the time of the application.

BUDGET REVISIONS:

The Recipient shall follow prior approval requirements for budget revisions found in 2 CFR Part 200. 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 Recipient estimates that it will have obligated funds remaining after the end of the performance period, the Recipient must report this to the FEMA Regional Office at the earliest possible time and ask for disposition instructions.

Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, Recipients will be notified of the changes in writing. Once notification has been made, any subsequent drawdown of additional funds will indicate the Recipient's acceptance of the changes to the award.

CLOSEOUT:

Reports Submission: Per 2 CFR Part 200, when the appropriate grant award performance period expires, the Recipient shall submit the following documents within 90 days: (1) a final Financial Report; (2) final Program Performance Report; (3) an inventory of equipment purchased under each grant's funds; (4) an inventory of Federally-owned property; and (5) other required documents specified by program regulation.

Report Acceptance: FEMA shall review the Recipient reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Recipient 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) from the date the final Federal Financial Report is submitted to FEMA in compliance with 2 CFR Part 200.

CONSTRUCTION PROJECT REQUIREMENTS:

1. Acceptance of Federal funding requires FEMA, the Recipient and any Subrecipients 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 Recipient and Subrecipient compliance with the National Environmental Policy Act and other laws and Executive Orders.
3. If ground disturbing activities occur during construction, the Recipient and any Subrecipients must ensure monitoring of ground disturbance and, if any potential archeological resources are discovered, the Subrecipient will immediately cease construction in that area and notify the Recipient and FEMA.

COPYRIGHT:

The Recipient is free to copyright any original work developed in the course of or under this Grant 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 Recipient shall follow cost-sharing requirements mandated by program guidance, statute or regulation and in compliance with 2 CFR Part 200. Cost-share funding shall be available with the approval of each grant. Period of Performance extensions shall not be approved for delays caused by lack of cost-share funding.

ENFORCEMENT:

FEMA enforcement remedies shall be processed as specified in 2 CFR Part 200, Enforcement when the Terms and Conditions of this Grant Agreement are not met.

EQUIPMENT/SUPPLIES:

The Recipient must comply with the regulations listed in 2 CFR Part 200 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:

Recipient shall be paid using the FEMA Payment and Reporting System (PARS), provided Recipient maintains and complies with procedures for minimizing the time between transfer of funds from the US Treasury and disbursement by the Recipient and Subrecipients. The Recipient commits itself to: 1) initiating cash drawdowns only when actually needed for its disbursement; 2) timely financial reporting per FEMA requirements, using the SF-425; and 3) imposing the same standards of timing and amount upon any Subrecipient.

Subrecipients must comply with the same payment requirement as the Recipient and must comply with the requirements specified in the Recipient's subaward Agreement.

DUPLICATION OF PROGRAMS:

FEMA will not provide assistance under its programs for activities that FEMA 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 funding from other authorities.

DUPLICATION OF BENEFITS:

Hazard Mitigation Assistance (HMA) funds cannot duplicate or be duplicated by funds received by or available to Applicants, subapplicants, or project or planning participants from other sources for the same purpose, such as benefits received from insurance claims, other assistance programs (including previous project or planning grants and subawards from HMA programs), legal awards, or other benefits associated with properties or damage that are or could be subject of litigation.

Because the availability of other sources of mitigation grant or loan assistance is subject to available information and the means of each individual applicant, HMA does not require proof that other assistance (not including insurance) has been sought. However, it is the responsibility of the property owner to report other benefits received, any applications for other assistance, the availability of insurance proceeds, or the potential for other compensation, such as from pending legal claims for damages, relating to the property. Amounts of other grants, loans or other assistance designated for the same purpose as HMA funds, if received, may be used to reduce the non-Federal cost-share.

Where the property owner has an insurance policy covering any loss to the property which relates to the proposed HMA project, the means are available for receiving compensation for a loss or, in the case of increased cost of compliance (ICC), assistance toward a mitigation project. FEMA will generally require that the property owner file a claim prior to the receipt of HMA funds.

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 Title VI of the 1964 Civil Rights Act and other applicable laws. All applicants/Recipients must comply with Title VI, including State and local governments distributing Federal assistance.

Applicants/Recipients and Subapplicants/Subrecipients 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 Subrecipients 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 scope of work (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:

All grant award activities, including all projects and/or activities approved under each subaward, shall be completed within the time period prescribed and authorized on the obligating documents. All costs must be incurred within the approved performance period.

EXTENSIONS:

Requests for time extensions to the Period of Performance 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 Period of Performance; and a description of performance measures necessary to complete the activity. Without justification, extensions requests will not be processed. Financial and Performance 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 Recipient will process the recovery of assistance paid to Subrecipients 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 Recipient agrees to cooperate with investigation conducted by the FEMA Inspector General's office.

REFUND, REBATE, CREDITS:

The Recipient 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 Recipient 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 Reports (SF-425):

The Recipient shall submit the Federal Financial Report (FFR, SF-425) within 30 days of the end of the first Federal quarter following the initial Grant Agreement. The Recipient 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 drawdowns may be withheld if these reports are delinquent.

Program Performance Reports (SF-PPR):

The Recipient shall submit the Program Performance Reports (SF-PPR) within 30 days of the end of each quarter. The Regional Administrator may waive the initial report. The Recipient shall submit quarterly PPRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. PPRs shall report the name, completion status, expenditure, and payment-to-date of each approved activity/subaward award under the Grant Award.

Final Reports:

The Recipient shall submit a final FFR and PPR 90 days after the end date of the performance period.

TERMINATION:

The Recipient, Subrecipient, 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 Recipient'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 Agreement will be commenced and processed as prescribed under Article VII. 3.

ARTICLE VIII. GOVERNING PROVISIONS

The Recipient and any Subrecipients 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 Recipient and any Subrecipients shall also be bound by the Unified Hazard Mitigation Assistance Guidance document.

Commonly Applicable Statutes and Regulations

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

Section 1366 (42 USC 4104c), of the National Flood Insurance Act of 1968 (42 U.S.C. § 4104c. – the “NFIA” or “the Act”), as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325, the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264, and Biggert-Waters Flood Insurance Reform Act, Public Law 112-141.

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

2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards “Super Circular”

31 CFR Part 205-Rules and Procedures for Efficient Federal-State Funds Transfers

2 CFR Part 170, Reporting Subaward and Executive Compensation – Appendix A to Part 170 – Award Term (attached)

48 CFR Part 31.2 (Federal Acquisition Regulation)

Award Package (Part 3 of 3)

FEDERAL EMERGENCY MANAGEMENT AGENCY OBLIGATING DOCUMENT FOR AWARD/AMENDMENT						
1a. AGREEMENT NO. EMF-2016-PC-0003		2. AMENDMENT NO. 0	3. RECIPIENT NO. 86-6004791		4. TYPE OF ACTION STD	5. CONTROL NO. F490657N
6. RECIPIENT NAME AND ADDRESS Arizona Department of Emergency and Military Affairs 5636 E. McDowell Rd , Bldg M5101 Phoenix AZ , 85008-0000		7. ISSUING FEMA OFFICE AND ADDRESS FEMA Region IX 1111 Broadway , 1111 Broadway Oakland, CA - 94607 Specialist:Joan Flack 510-627-7023		8. PAYMENT OFFICE AND ADDRESS		
9. NAME OF RECIPIENT PROJECT OFFICER Thomas Jones		PHONE NO. 602-464-6349	10. NAME OF FEMA PROJECT COORDINATOR Joan Flack			PHONE NO. 510-627-7023
11. EFFECTIVE DATE OF THIS ACTION 12-21-2015		12. METHOD OF PAYMENT S	13. ASSISTANCE ARRANGEMENT S		14. PERFORMANCE PERIOD From: 05-29-2015 To: 10-30-2018 Budget Period From: 10-01-2015 To: 09-30-2016	
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-XXXX- XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMMULATIVE NON- FEDERAL COMMITMENT
PDMC	97.047	2016-69-K112-R092-4101-D	\$0.00	\$135,300.00	\$135,300.00	\$45,100.00
		TOTALS	\$0.00	\$135,300.00	\$135,300.00	\$45,100.00
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					DATE	
18. FEMA SIGNATORY OFFICIAL (Name and Title) Signed by					DATE	

Go Back

ARIZONA DIVISION OF EMERGENCY MANAGEMENT DESIGNATION OF APPLICANT'S AGENT FORM

The intent of this DESIGNATION is to appoint an APPLICANT'S AGENT for the following term:

- For PCA No. _____ only For the period of ___ to ___ Until further notice
 Until further notice for HAZMAT incident For HMA Year/DR# _____ only.

Applicant Name: _____

CERTIFICATION

I, _____, duly appointed and _____ of
(Authorizing Official's Name) (Title)

_____, do hereby certify that the information below is true
(Applicant Name)

and correct, based on a resolution passed and approved by the _____
(Governing Body)

of _____ on the _____ day of _____,
(Applicant Name) (day) (month) (year)

_____ has been designated as the Applicant Agent
(Name of Designated Applicant Agent)

to act on behalf of _____
(Applicant Name)

(Authorizing Official's Signature) (Title) (Date)

Designated Applicant's Agent

Name _____

Title/Official Position _____

Mailing Address _____

City, State, Zip _____

Daytime Telephone Number _____ Fax _____
(Please include area code and extension if not a direct number)

E-mail Address _____ Pager/Cell _____

For ADEM Use Only

Received By: _____
(Initials & Date)

July 2000

Form # AZ PA 204-4



**Department of Emergency and Military Affairs,
Division of Emergency Management,
State of Arizona**

**AGREEMENT FOR HAZARD MITIGATION
ASSISTANCE PROGRAMS
for
Sub-recipients**

**AGREEMENT FOR HAZARD MITIGATION ASSISTANCE PROGRAMS
(Sub-recipients)**

This Agreement between the Department of Emergency and Military Affairs, Division of Emergency Management, State of Arizona (“Division”), and **Gila County Emergency Management** (“Applicant”) shall be effective on the date signed by both parties. This agreement shall apply to all Hazard Mitigation Assistance (HMA) funds provided by the State to the Applicant as a result of **2015 PRE-DISASTER MITIGATION** for **GRANT NUMBER PDMC-PL-09-AZ-2015-009** under **EMF# EMF-2016-PC-0003(0)**.

The designated representative of the Applicant certifies that:

1. He/She has legal authority, as outlined in the designation form, to apply for assistance on behalf of the Applicant.
2. The Applicant is an eligible entity (“eligible entity” is not defined in this regulation) as defined in 44 CFR Section 206.434(a) for Hazard Mitigation Grants Program (HMGP) and 44 CFR Section 79.6(a) for Flood Mitigation Assistance (FMA). For HMGP and the Pre-Disaster Mitigation (PDM) Program, see 44 CFR Section 206.2(a)(16) for a definition of local governments.
3. Any change to the Applicant’s designated representative or their contact information must be provided to Division in writing.
4. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal HMA funds. The Division does manage or oversee the applicant’s project(s).
5. The Applicant understands this is a reimbursement program and the Applicant must expend its own funds for the approved project prior to being reimbursed by the Division. Partial payments can be processed as work is completed and costs expended. Final payment will be made after work is completed and claimed costs have been audited.
6. The Applicant shall establish and maintain a proper accounting system to record expenditures of HMA funds in accordance with generally accepted accounting standards or as directed by the Division’s Governor’s Authorized Representative (GAR) or Alternate GAR to ensure compliance with audit requirement. (R8-2-316)
7. The Applicant shall, upon request of the GAR (or State Hazard Mitigation Officer), cooperate with Division personnel in performing interim and/or final inspections of the project site.
8. The Applicant shall comply with all applicable current codes and standards, including but not limited to fire, building and construction.

**AGREEMENT FOR HAZARD MITIGATION ASSISTANCE PROGRAMS
(Sub-recipients)**

9. The Applicant shall comply with all applicable provisions of State and Federal laws and regulations in regard to procurement of goods and services and to contracts including, but not limited to: A.A.C. Title 2, Ch.7.
10. The Applicant shall comply with all existing State and Federal laws, rules or requirements or those enacted during the duration of this Agreement, including those involving the environment (National Environmental Protection Act).
11. The Applicant shall comply with provisions of the Hatch Act limiting the political activities of public employees.
12. The Applicant must comply, as applicable, provisions of the Davis-Bacon Act relating to labor standards.
13. The Applicant shall comply with applicable flood insurance purchase requirements required by the Arizona Department of Water Resources Floodplain Management Program.
14. The Applicant shall not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work. A cost-reimbursement contract may be used only if a determination is made in writing that such contract is likely to be less costly to this state than any other type or that it is impracticable to obtain the materials, services or construction required except under such a contract. (ARS § 41-2544)
15. In accordance with the A.A.C. R2-7-C907, the Applicant shall not enter into any contract with any party that is debarred or suspended from participating in State or Federal assistance programs.
16. The Applicant, as outlined in 44 CFR Section 13.24 and 2 CFR Section 215.23., shall comply with cost-sharing requirements of State and Federal HMA; specifically, that Federal assistance is limited to the amount specified by the grant award amount. The Applicant is responsible for any and all remaining costs over the awarded amount. To meet cost-sharing requirements, the non-Federal contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.
17. In accordance with the provisions of 31 U.S.C. § 1352, and implementing regulations at 44 CFR Part 18, the Applicant is responsible for providing the State agencies and subgrantees, contractors and subcontractors under this contract the requisite "Certification Regarding Lobbying" and "New Restriction on Lobbying" (44 C.F.R. Part 18 Appendix A) for each grant. The Applicant is responsible for filing these certification and disclosure forms with the State.
18. In accordance with the Drug Free Workplace Act of 1988 and implementing regulations, the Applicant will provide the State a "Certification Regarding Drug-Free Workplace Requirements".

**AGREEMENT FOR HAZARD MITIGATION ASSISTANCE PROGRAMS
(Sub-recipients)**

19. HMA Federal funds, or funds used to meet HMA cost-share requirements, may not be used as a cost share for other Federal funds, for lobbying, or intervention in Federal regulatory or adjudicatory proceedings. Other Federal funds may not be used as a cost share for HMA Federal funds, or funds used to meet HMA cost-share requirements.
20. In general, the non-Federal cost-share requirement may not be met with funds from other Federal agencies; however, authorizing statutes explicitly allow some Federal funds to be used as a cost share for other Federal grants. Federal funds that are used to meet a non-Federal cost-share requirement must meet the purpose and eligibility requirements of both the Federal source program and the HMA grant program.
21. Applicants must avoid conflicts of interest. Applicants must comply with the procurement guidelines at 44 CFR Section 13.36, which require Applicants to avoid situations in which local officials with oversight authority might benefit financially from the grant disbursement.
22. Applicants shall not use HMA funds as a substitute for other available program authorities. Available program authorities include other FEMA programs (e.g., Individual Assistance and Public Assistance) and programs under other Federal agencies, such as the U.S. Environmental Protection Agency, U.S. Army Corps of Engineers, and the Natural Resources Conservation Service. The State and/or FEMA may disallow or recoup amounts that duplicate other authorities.
23. Applicants shall not use HMA funds to duplicate funds received by or available to Applicants or sub-applicants from other sources for the same purpose. Examples of other sources include insurance claims, other assistance programs (including previous project or planning grants and from HMA programs), legal awards, or other benefits associated with properties or damage that are subject of litigation.
24. The Applicant shall use HMA funds solely for the purposes for which these funds are provided and as approved by the GAR.
25. The Applicant shall return to the State, within 60 days of such request by the GAR, any partial reimbursement not supported by audit or other Division review of documentation maintained by the Applicant.
26. The Applicant understands and will abide by completing all work within the designated grant's Period Of Performance (POP).
27. Applicant must submit requests for time extensions in writing 90 days prior to work completion deadline date. Requests must demonstrate extenuating circumstances or unusual project requirements supporting the request and include a projected completion date and revised project completion timeline. Extensions may be granted, modified, or denied by either the State or FEMA.

**AGREEMENT FOR HAZARD MITIGATION ASSISTANCE PROGRAMS
(Sub-recipients)**

28. The Applicant must conform to 44 CFR Parts 9 and 10, and with all applicable EHP laws, implementing regulations, and EOs, such as the NEPA, the National Historic Preservation Act (NHPA), the Endangered Species Act (ESA), EO 11988 (Floodplain Management), EO 11990 (Protection of Wetlands), and EO 12898 (Environmental Justice).
29. Applicants for FMA grants must currently be participating in the NFIP, and not withdrawn or suspended, to be eligible to apply for grant funds. Properties for FMA funding must be NFIP insured at the time of the application submittal. Flood insurance must be maintained for the life of the structure.
30. Mitigation activities must adhere to all relevant statutes, regulations, and requirements, including:
- a. Sections 203 (PDM Program) and 404 (HMGP) of the Stafford Act;
 - b. Section 1366 (FMA) of the NFIA;
 - c. Section 322 of the Stafford Act (Mitigation Planning);
 - d. Section 324 of the Stafford Act (Management Costs);
 - e. NHPA;
 - f. NEPA;
 - g. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;
 - h. Floodplain Management and Protection of Wetlands (44 CFR Part 9);
 - i. Environmental Considerations (44 CFR Part 10, NEPA, and ESA);
 - j. Coastal Barriers Resources Act (CBRA; 44 CFR Part 206, Subpart J);
 - k. Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments (44 CFR Part 13);
 - l. Uniform Administrative Requirements for Grants and Agreements with Institutions of
 - m. Higher Education, Hospitals, and other Non-Profit Organizations (2 CFR Part 215);
 - n. Floodplain Management (44 CFR Part 60);
 - o. Flood Mitigation Grants (44 CFR Part 79);
 - p. Property Acquisition and Relocation for Open Space (44 CFR Part 80);
 - q. Hazard Mitigation Planning (44 CFR Part 201);
 - r. Hazard Mitigation Grant Program (44 CFR Part 206, Subpart N);
 - s. Management Costs (44 CFR Part 207);
 - t. Cost Principles for Educational Institutions (2 CFR Part 220, OMB Circular A-21); Cost Principles for State, Local, and Indian Tribal Governments (2 CFR Part 225, OMB Circular A-87); Cost Principles for Nonprofit Organizations (2 CFR Part 230, OMB Circular A-122);
 - u. OMB Circular A-94, Guidelines and Discount Rates for Benefit-Cost Analysis of Federal Programs;
 - v. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations;
 - w. Federal Acquisition Regulations (FAR) Subpart 31.2, Contracts with Commercial Organizations; and
 - x. Other applicable Federal, State, Indian Tribal, and local laws, implementing regulations, and EOs (e.g., EO 11988, EO 11990).

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31. None of the provisions of the Agreement may be waived, changed or altered except in writing signed by both parties.
32. Pursuant to A.R.S. § 41-2586, the Division is not authorized to indemnify Contractor.
33. Every payment obligation of the Division under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Division or any other agency of the State of Arizona at the end of the period for which funds are available. No liability shall accrue to the Division or any other agency of the State of Arizona in the event this provision is exercised, and neither the Division nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
34. Pursuant to A.R.S. §§ 35-214 and 35-215, the Contractor shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, the Contractor shall produce the original of any or all such records at the offices of the Division.
35. The requirements of A.R.S. § 38-511 apply to this Agreement. The Division, may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Division is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of Contractor with respect to the subject matter of this Agreement.
36. Contractor shall comply with Arizona Executive Order 2009-9, which mandates that all persons, regardless of race, color, religion, sex, age, or national origin not mentioned in Order shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
37. Contractor assigns to the Division any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Contractor toward fulfillment of this Agreement.
38. This Agreement shall be construed in accordance with the laws of the State of Arizona and applicable federal program laws, Executive Orders, regulations, OMB Circulars, and FEMA policies and guidance, including, but not limited to: 44 CFR Parts 13 and 206, and the Robert T. Stafford Disaster Relief & Emergency Assistance Act (42 U.S.C. § 5189).

**AGREEMENT FOR HAZARD MITIGATION ASSISTANCE PROGRAMS
(Sub-recipients)**

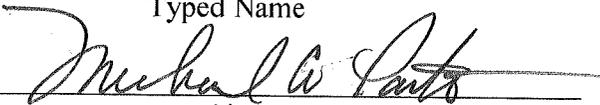
39. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.
40. Applicant shall submit quarterly performance and financial status reports following the initial grant award even if no work has been initiated nor cost incurred. The Applicant shall submit quarterly performance and financial status reports thereafter until the grant ends. Reports are due on: April 15, July 15, October 15, and January 15. Applicant shall further provide quarterly and closeout information as may be required by FEMA.
41. Applicant shall submit a final performance and financial status report, a request to close the program, and any other required forms and certifications within 90 days of completion of grant activities.
42. Monitoring - After the subgrant is awarded, the State and Applicant are required to monitor and evaluate the progress of the mitigation activity in accordance with the: Approved original scope of work (SOW) and budget; Administrative requirements of 44 CFR Part 13; and Any applicable State requirements.
43. The Applicant can be reimbursed upon review of the requested amount and supporting documentation, also, a site visit will be conducted. If all appropriate documentation is in order, the Applicant will be reimbursed up to 65% of eligible costs. If there are questions or concerns, the State will work with the Applicant to ensure everything is in order before the reimbursement is made. The final Federal 10% of the subgrant will be paid upon final inspection and audit to ensure the project is in compliance with grant requirements.
44. Closeout - Upon project completion, the Applicant is required to close out the subgrant or grant in accordance 44 CFR Section 13.50 (Closeout). The project file should document that the: Approved SOW was fully implemented; All obligated funds were liquidated and in a manner consistent with the approved SOW; All environmental compliance measures or mitigations were implemented; The project was implemented in a manner consistent with the grant or subgrant agreement; submitted the required quarterly financial and performance reports; and The grant and subgrant were closed out in accordance with the provisions outlined in Part VII, C and D.

**AGREEMENT FOR HAZARD MITIGATION ASSISTANCE PROGRAMS
(Sub-recipients)**

Designee/Applicant Agent:

Michael A. Pastor

Chairman, Board of Supervisors

Typed Name	Title
	1-19-2016
Signature	Date

Division:

Typed Name

Governor's Authorized Representative

Title

Signature	Date
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