



AGENDA REPORT

Meeting Date: December 1, 2009
Item Number: G-9
To: Honorable Mayor & City Council
From: Mark Embrey, Deputy Fire Chief
Subject: RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS ACCEPTING A GRANT AWARDED BY THE US DEPARTMENT OF HOMELAND SECURITY FOR THE 2008 ASSISTANCE TO FIREFIGHTERS GRANT (AFG 08) AND APPROPRIATING FUNDS IN THE AMOUNT OF \$73,076 FOR PURCHASE OF FIFTEEN (15) MOBILE DATA TERMINALS

Attachments:

1. Resolution
2. Grant Agreement

RECOMMENDATION

It is recommended that the City Council adopt the resolution accepting grant funding from the 2008 Assistance to Firefighters Grant program (AFG 08) and appropriating funds in the amount of \$73,076 for Emergency Response Services first responder apparatus.

INTRODUCTION

The city has been approved for funding the amount of \$73,076 under the 2008 Assistance to Firefighters Grant program (AFG 08).

DISCUSSION

The AFG 08 funding will be used to purchase fifteen (15) Mobile Data Terminals (MDTs) which will be installed in Fire Department first responder emergency vehicles.

FISCAL IMPACT

Funds were not budgeted but are available in the amount of \$73,076 as a result of the Federal AFG 08 grant.

Meeting Date: December 1, 2009



SCOTT MILLER
Director of Administration Services
Chief Financial Officer



TIMOTHY J. SCRANTON
Fire Chief



DAVID SCHIRMER
Chief Information Officer

Attachment 1

Resolution

RESOLUTION NO. 09-R-

RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS
ACCEPTING A GRANT AWARDED BY THE US DEPARTMENT OF
HOMELAND SECURITY FOR THE 2008 ASSISTANCE TO FIREFIGHTERS
GRANT (AFG 08) AND APPROPRIATING FUNDS IN THE AMOUNT OF
\$73,076 FOR PURCHASE OF FIFTEEN (15) MOBILE DATA TERMINALS

The Council of the City of Beverly Hills does hereby resolve as follows:

Section 1. The City submitted a new grant application to the 2008 Assistance to Firefighters Grant (AFG 08) program to fund the purchase of fifteen (15) Mobile Data Terminals (MDTs) for first responder vehicles.

Section 2. The US Department of Homeland Security for the 2008 Assistance to Firefighters Grant awarded the City funding in the amount of \$73,076 for the period of January 15, 2009 to April 14, 2010.

Section 3. Appropriation of funds in the amount of \$73,076 is authorized as follows:

FROM	TO
\$73,076 000 01-30000 General Fund- unrestricted Fund balance	\$73,076 4101506F009-74160 IT – AFG 2008 Grant

Purpose: To fund purchase of fifteen (15) Mobile Data Terminals (MDTs) for Fire Department first responder emergency vehicles.

Section 4. The City hereby appoints the City Manager or his designee as agent of the City of Beverly Hills to accept the 2008 Assistance to Firefighters Grant and to execute and submit all documents including, but not limited to, applications, agreements, amendments, and payment requests, which may be necessary for administration of the Grant.

Section 5. The City Clerk shall certify to the adoption of the Resolution and shall cause the Resolution and his certification to be entered in the Book of Resolutions of the Council of the City.

Adopted:

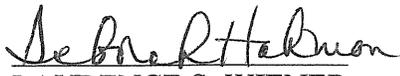
NANCY KRASNE
Mayor of the City of
Beverly Hills, California

[Signatures continue]

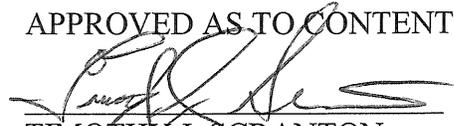
ATTEST:

_____(SEAL)
BYRON POPE
City Clerk

APPROVED AS TO FORM:


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:


TIMOTHY L. SCRANTON
Fire Chief



SCOTT G. MILLER
Director of Administrative Services/
Chief Financial Officer

Attachment 2

Grant Agreement

Award Package

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



FEMA

Mr. Alberto Zelaya
City of Beverly Hills
445 N. Rexford Drive
Beverly Hills, California 90210-4876

Re: Grant No.EMW-2008-FO-06508

Dear Mr. Zelaya:

On behalf of the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS), I am pleased to inform you that your grant application submitted under the FY 2008 Assistance to Firefighters Grant has been approved. FEMA's Grant Programs Directorate, in consultation with the U.S. Fire Administration, carries out the Federal responsibilities of administering your grant. The approved project costs total to \$81,195.00. The Federal share is 90 percent or \$73,076.00 of the approved amount and your share of the costs is 10 percent or \$8,119.00.

As part of your award package, you will find Grant Agreement Articles. Please make sure you read and understand the Articles as they outline the terms and conditions of your Grant award. Maintain a copy of these documents for your official file. **You establish acceptance of the Grant and Grant Agreement Articles when you request and receive any of the Federal Grant funds awarded to you.** By accepting the grant, you agree not to deviate from the approved scope of work without prior written approval from DHS.

If your SF 1199A has been reviewed and approved, you will be able to request payments online. Remember, you should basically request funds when you have an immediate cash need (i.e. you have a bill in-hand that is due within 30 days).

If you have any questions or concerns regarding the awards process or how to request your grant funds, please call the helpdesk at 1-866-274-0960.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Ross Ashley, III".

W. Ross Ashley, III, Assistant Administrator
Grant Program Directorate

Agreement Articles



FEMA

U.S. Department of Homeland Security
Washington, D.C. 20531

AGREEMENT ARTICLES

ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - Operations and Safety program

GRANTEE: City of Beverly Hills

PROGRAM: Operations and Safety

AGREEMENT NUMBER: EMW-2008-FO-06508

AMENDMENT NUMBER:

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Article I - Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. 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. Therefore, 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 from DHS.

However, in keeping with this year's program guidance, grantees that have grant funds left over after completing the approved scope of work prior to the end of the period of performance have three options for the use of the excess funds: 1) they may return the unused funds to the Federal government, 2) they may use a maximum of

\$5,000 to expand the activities for which they were awarded, or 3) create or expand an existing fire prevention program. Grantees are encouraged to review the program guidance for more information on this topic.

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. By receiving funds under this grant, grantees agree that they will use the funds provided through the Fiscal Year 2008 Assistance to Firefighters Grant Program in accordance with these Articles of Agreement and the program guidelines provided in the Fiscal Year 2008 Assistance to Firefighters Grants program guidance. The grantee agrees that Federal funds under this award will be used to supplement, but not supplant, State or local funds for first responder preparedness. 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 **15-JAN-09 to 14-JAN-10**.

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 incur costs associated with closeout or 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 or assets purchased with grant 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 each object classes of this grant (including Federal share plus grantee match):

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$81,195.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect Charges	\$0.00
Total	\$81,195.00

Article V - Requests for Advances or Reimbursements

Grant payments under the Assistance to Firefighters Grant Program are made on an advance or reimbursable basis for immediate cash needs. In order to request funds, the grantee must logon to the Fire Grant System using their user id/password (used to submit the application) the grantee fills out the on-line Request for Advance or Reimbursement. If an authorized user needs access to the application but does not have the user id or password, they may be obtained by calling the help desk at 1-866-274-0960.

Article VI - Budget Changes

With prior DHS approval, grantees may make changes in funding levels between the object classes (as detailed

in Article IV above), in order to accomplish the grant's scope of work. The grant's scope of work is outlined in the project narrative and in the request details of the grant application. The provisions of this article are not applicable to changes in the budgeted line-items listed in the request details section of the application as the line-items in the request details section (i.e., scope of work) cannot be changed.

Article VII - Financial Reporting

The Request for Advance or Reimbursement mentioned above will also 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. If a grantee's performance period is extended beyond the initial 12-month period, a periodic performance report is due every six month increment until closeout.

Article IX - DHS Officials

Program Officer: Tom Harrington, Deputy Director of the Grants Program Office, is the Program Officer for this grant program. 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: ARLENE RAMSEY 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: Walter Pickett 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 202-786-9524.

Article X - Other Terms and Conditions

A. Pre-award costs directly applicable to the awarded grant are allowable if approved in writing by the DHS program office. In order to be reimbursed for items purchased prior to award, grantees must submit a payment request and provide rationale for incurring the costs prior to award. All pre-award expenses should have been disclosed during the award negotiation process. Failure to disclose pre-award expenses during the award negotiation process may affect the costs' eligibility.

B. Quotes obtained prior to submittal of the application - for the purposes of applying for this grant - are not considered to be sufficient to satisfy the requirements for competition as outlined in OMB Circular A-110 below. All bidding activities implemented for competition must be sought and obtained after award, i.e., during the period of performance. Grantees may be jeopardizing their awards if the requirements set forth are not adhered to.

Article XI - General Provisions

The following are hereby incorporated into this agreement by reference:

The program's annual Program Guidance.

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

- OMB Circular A-102 Uniform Administrative Requirements for Grants and Agreements With State and Local Governments Assistance to Firefighters Grant Application and Assurances contained therein.
- OMB Circular A-110 Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher 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 upon the official closeout of your 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.

Article XIII- Additional Requirements (if applicable)

Vehicle Awardees:

Vehicle awardees for FY 2008 will be required to include an advance payment bond as part of the contract with their vehicle manufacturer. An advance payment bond is like an insurance policy that protects you in the event that the manufacturer with whom you contracted to build your vehicle cannot fulfill the contract, i.e., cannot finish building your vehicle for any reason. An advance payment bond is a financial tool used to guarantee that, in the event of manufacturer/contractor default, funds will be available to finish the construction of your vehicle and ensure its proper operation. From the vehicle grantee's point of view, the insolvency of a contractor during the construction of a vehicle will most likely result in delayed completion of the vehicle, additional expenses for a different manufacturer/contractor to finish the work, or even loss of grant funds. For this reason, we now require manufacturers/contractors to provide a bond from an independent bank, insurance company or bonding agency so that the vehicle grantees can recover damages they may sustain if the manufacturer/contractors default during the construction of a vehicle. The amount of the bond should be equal to, or greater than, the sum of any payments, compensation and/or consideration provided prior to the delivery of the vehicle. If no down payment is required in the purchase contract, an advance payment bond is not required.

Regardless of whether a performance bond is obtained, each vehicle purchase contract must include a performance clause. The performance clause stipulates a certain date when the vehicle will be delivered by the

vendor. If the vendor does not deliver the vehicle by the date stipulated in the performance clause, penalties are administered to the vendor. These penalties should be of a severity sufficient to provide the vendor with incentive to deliver the vehicle at the earliest possible date but no less than \$100 per day.

Regional Hosts:

Grantees that are the hosts of regional projects as provided for in the annual program guidance are accountable for the equipment purchased with grant funds and disbursed to other first-responder organizations under a memorandum of understanding. Responsibility for maintenance of the equipment may be placed in the hands of the recipient if specifically delineated in the memorandum of understanding between the host and the recipient.

Modification to Facilities Requirements:

Modification to facility projects (including renovations associated with equipment installations) are subject to all applicable environmental and historic preservation requirements. Applicants seeking assistance to modify their facilities or to install equipment requiring renovations may undergo additional screening. Specifically, DHS is required to ascertain to what degree the proposed modifications and renovations might affect an applicant's facility relative to the National Environmental Policy Act, National Historic Preservation Act of 1966, National Flood Insurance Program regulations, and any other applicable laws and Executive Orders. No project that involves a modification to facility can proceed – except for project planning – prior to formal written approval from DHS. If your award includes a modification to a facility, you are responsible for contacting the Program Office so you can be given direction on how to proceed; your contact in the AFG Program Office is Stephen.pezzetti@dhs.gov. Noncompliance with these provisions may jeopardize an applicant's award and subsequent funding.

Grants Management Adjustments to Original Application (if applicable):

This grant award was reduced by \$59,805. The approved amount for Mobile Data Terminals is \$5,000 plus Sales Tax of \$413 for each unit, not the \$9,400 each in the initial application. The reduction has already been made in the grant award and in the application as approved by Alberto Zelaya via email on December 3, 2008. The total project cost was reduced per the program office comments from \$141,000 to \$81,195. The federal share was reduced from \$126,900 to \$73,076. The applicant share was reduced from \$14,100 to \$8,119.

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

1a. AGREEMENT NO. EMW-2008-FO-06508	2. AMENDMENT NO. 0	3. RECIPIENT NO. 95-6000678	4. TYPE OF ACTION AWARD	5. CONTROL NO. W462110N
6. RECIPIENT NAME AND ADDRESS City of Beverly Hills 445 N. Rexford Drive Beverly Hills California, 90210-4876	7. ISSUING OFFICE AND ADDRESS Grants Management, Operations Directorate 245 Murray Lane - Building 410, SW Washington DC, 20528-7000 POC: Walter Pickett 202-786-9524	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 Alberto Zelaya	PHONE NO. 3102812708	10. NAME OF PROJECT COORDINATOR Tom Harrington	PHONE NO. 1-866-274-0960	
11. EFFECTIVE DATE OF THIS ACTION 15-JAN-09	12. METHOD OF PAYMENT SF-270	13. ASSISTANCE ARRANGEMENT Cost Sharing	14. PERFORMANCE PERIOD From:15-JAN-09 To:14-JAN-10 Budget Period From:01-OCT-08 To:30-SEP-09	

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
AFG	97.044	2009-M8-0001GF-25000000- 4101-D	\$0.00	\$73,076.00	\$73,076.00	\$8,119.00
TOTALS			\$0.00	\$73,076.00	\$73,076.00	\$8,119.00

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

16a. 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 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)
Donna Simmons

DATE
10-JAN-09

[Go Back](#)

Amendment Package



Federal Emergency Management Agency
Washington, D.C. 20472

Mr Alberto Zelaya
City of Beverly Hills
445 N. Rexford Drive
Beverly Hills, California 90210-4876

Re: Grant No. EMW-2008-FO-06508

Dear Mr Zelaya:

This letter is in written response to your amendment request regarding an extension of your grant. Your request was reviewed by the Program and Grants Office and is hereby approved. As a result of this approval, your Grant Period of Performance and Article III of your Grant Agreement Articles are amended to extend your grant your grant from 1/15/2009 through 4/14/2010. All other terms and conditions of the grant remain unchanged.

If you have any further questions and/or concerns please contact me at (202) 786-9568.

Sincerely,

Lawrence D. White
Grant Management Specialist

Agreement Articles



Federal Emergency Management Agency
Washington, D.C. 20472

AGREEMENT ARTICLES

ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM

GRANTEE: City of Beverly Hills

PROGRAM:

AGREEMENT NUMBER: EMW-2008-FO-06508

AMENDMENT NUMBER: 1

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Article VIII	Performance Reports
Article IX	FEMA Officials
Article X	Other Terms and Conditions
Article XI	General Provisions
Article XII	Audit Requirements

Article I - Project Description

The grantee shall perform the work described in the approved grant application's Program Narrative. That narrative is made a part of these grant agreement articles by reference. The purpose of the Assistance to Firefighters Grant Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the grantee's project, as detailed in submitted project narrative and budget information, submitted as part of the grantee's application (and considered part of this agreement by reference), was consistent with the program's purpose and worthy of award. As such, any deviation from the approved program narrative must have prior written approval from FEMA.

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 15-JAN-09 to 14-APR-10.

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 FEMA has approved, a new expiration date. The grantee has 90 days after period of performance to incur costs associated with closeout or 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 FEMA.

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	\$0.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect Charges	\$0.00
Total	\$81,195.00

Article V - Requests for Advances or Reimbursements

Grant payments under the Assistance to Firefighter Grant Program are made on an advance or reimbursable basis for immediate cash needs. When the grantee needs grant funds, the grantee fills out the on-line Request for Advance or Reimbursement.

Payments under this grant program are made via direct deposit, therefore before a payment is made, grantees must confirm their on-line Direct Deposit information, print a copy, sign it and mail (with an original signature) the hardcopy to FEMA at the following address:

Department of Homeland Security
 Emergency Preparedness and Response Directorate (FEMA)
 Grants Management Branch
 500 C Street, SW, Room 350
 Washington, DC 20472

Attn: Assistance to Firefighters Grant Program

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, FEMA must approve those changes.

Article VII - Financial Reporting

The Request for Advance or Reimbursement mentioned above, will also 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 FEMA. 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 - FEMA Officials

Program Officer: Brian A. Cowan, Chief of the Grants Program Office, is the Program Officer for this grant program. 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: Richard Goodman, Chief of the Grants Management Branch, or Sylvia A. Carroll, Grants Management Specialist, 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 Specialist: Walter Pickett 202-786-9524 is the Grants Management Specialist for this grant award and shall be contacted for all financial and administrative grant business matters.

Article X - Other Terms and Conditions

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

B. The grantee agrees to maintain their operating expenditures in the funded grant category at a level equal to or greater than the average of their operating expenditures in the two fiscal years preceding the fiscal year in which assistance is awarded.

C. The grantee agrees to provide information to the National Fire Incident Reporting System for the period covered by the grant.

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-122 Cost Principles for Non-Profit Organizations

OMB Circular A-110 Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher 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 \$300,000.00 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 FEMA, 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.

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

1a. AGREEMENT NO. EMW-2008-FO-06508	2. AMENDMENT NO. 1	3. RECIPIENT NO. 95-6000678	4. TYPE OF ACTION AMENDMENT	5. CONTROL NO. W462110N
6. RECIPIENT NAME AND ADDRESS City of Beverly Hills 445 N. Rexford Drive Beverly Hills California, 90210-4876	7. ISSUING FEMA OFFICE AND ADDRESS FEMA/Financial and Grants Management Division 500 C Street, S.W., Room 350 Washington DC, 20472 Specialist:Walter Pickett 202-786-9524	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 Alberto Zelaya	PHONE NO. 3102812708	10. NAME OF FEMA PROJECT COORDINATOR Tom Harrington	PHONE NO. 1-866-274-0960	
11. EFFECTIVE DATE OF THIS ACTION 15-JAN-09	12. METHOD OF PAYMENT SF-270	13. ASSISTANCE ARRANGEMENT Cost Sharing	14. PERFORMANCE PERIOD From:15-JAN-09 To:14-APR-10 Budget Period From:01-OCT-08 To:30-SEP-09	

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

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (AACS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMMULATIVE NON-FEDERAL COMMITMENT
AFG	97.044	2009-M8-0001GF-25000000-4101-D	\$73,076.00	\$0.00	\$73,076.00	\$8,119.00
TOTALS			\$73,076.00	\$0.00	\$73,076.00	\$8,119.00

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)

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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) DATE
N/A N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title) DATE

