



**FEMA**

September 27, 2010

Scott Lookabaugh, Financial Consultant  
City of Austin  
P.O. Box 1088  
Austin, TX 78767-1088

RE: EMT-2010-CA-0011, CTP Notice of Grant Award

Dear Mr. Lookabaugh:

We are pleased to inform you that the Application for Federal Assistance (SF424) for fiscal year 2010 Cooperating Technical Partners (CTP) program funding has been approved. Enclosed is a fully executed copy of FEMA Form 76-10A reflecting award number EMT-2010-CA-0011.

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 contact Ann Furbay, Grants Management Specialist, at (940) 383-7248 or [ann.furbay@dhs.gov](mailto:ann.furbay@dhs.gov).

Sincerely,

A handwritten signature in black ink that reads "Michael J. Brown".

Michael J. Brown  
Chief, Grants Business Management Branch  
FEMA Region 6

Enclosure

cc: Erin Cobb, FEMA R6, Program Manager

U.S. DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY				OMB NO. 1660-0025 Expires July 31, 2007	
OBLIGATING DOCUMENT FOR AWARDS/AMENDMENTS				See Reverse for Instructions and Paperwork Burden Disclosure	
1. AGREEMENT NO.  EMT-2010-CA-0011		2. AMENDMENT NO.  0		3. RECIPIENT NO.  746000085	
6. RECIPIENT NAME AND ADDRESS City of Austin P.O. Box 1088 (505 Barton Springs Rd, 12th Flr) Austin, TX 78767-1088		7. ISSUING FEMA OFFICE AND ADDRESS DHS-FEMA Region 6 800 North Loop 288 Denton, TX 76209			
9. NAME OF RECIPIENT PROJECT OFFICER Kevin Shunk		9a. PHONE NO. 512-974-9176		10. NAME OF FEMA PROJECT OFFICER Erin Cobb	
11. EFFECTIVE DATE OF THIS ACTION  9/27/10		12. METHOD OF PAYMENT <input type="checkbox"/> HHS, SMARTLINK <input checked="" type="checkbox"/> SF 270 <input type="checkbox"/> OTHER		13. ASSISTANCE ARRANGEMENT <input type="checkbox"/> COST REIMBURSEMENT <input type="checkbox"/> COST SHARING <input checked="" type="checkbox"/> OTHER 100% Federal	
		14. PERFORMANCE PERIOD From 9/15/2010 To: 09/14/2013		BUDGET PERIOD From: To:	
15. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)					
PROGRAM NAME ABBREVIATION	CFDA NO.	ACCOUNTING DATA (ACCS CODE)	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + or (-)	CUMULATIVE NON-FEDERAL COMMITMENT
CTP	97.045	XXXX-XXX-XXXXXX-XXXX-XXXX-XXXX-X 2010-44-5521-RB-9062-4101-D	\$0.00	\$1,100,000.00	\$0.00
TOTALS →			\$0.00	\$1,100,000.00	\$0.00
b. To describe changes other than funding data or financial changes, attach schedule and check here <div style="text-align: center;"><input checked="" type="checkbox"/></div>					
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) <div style="text-align: center;"><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO 2 Copies</div>					
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to the terms and conditions attached to this award notice or incorporated by reference in program legislation or regulation cited above.					
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) <i>Scott Lookabaugh</i> Scott Lookabaugh, Financial Consultant				17a. DATE 9/16/2010	
18. FEMA SIGNATORY OFFICIAL (Name and Title) <i>Michael J. Brown</i> Michael Brown, Assistance Officer				18a. DATE 9/27/10	

U.S. DEPARTMENT OF HOMELAND SECURITY  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
ATTACHMENT to FEMA Form 76-10A; Obligating Document for Award/Amendment

Obligation Number: EMT-2010-CA-0011, Award  
Recipient: City of Austin  
Program: Cooperating Technical Partners (CTP)

Purpose: Initial Award

Block 15b. Description of Action Changes

Award of funds is based on the application for Federal Assistance submitted by recipient with the following contingencies:

Terms and conditions of this grant / cooperative agreement are specified in the attached Agreement Articles.  
Execution of the FF76-10A is agreement that the program will be performed in accordance with the applicable program guidance, the approved SF424 Application for Federal Assistance, and the associated statement of work.

The funds awarded by this FF76-10A are available for obligation by the recipient only during the period **September 15, 2010 through September 14, 2013.**  
The recipient is not authorized to incur new obligations after the expiration date shown unless a new expiration date is established by FEMA in a letter signed by the FEMA Assistance Officer or through issuance of a new/amended FF76-10A.

## CTP Agreement Articles

CFDA: 97.045

**GRANTEE:** City of Austin

**AGREEMENT NUMBER:** EMT-2010-CA-0011 **AMENDMENT NUMBER:** 0

**PERFORMANCE PERIOD:** 09-15-2010 through 09-14-2013

### ARTICLE I – PROGRAM DESCRIPTION

The roles and responsibilities of both FEMA and the CTP Grantee under this agreement are outlined in the attached Mapping Activity Statement. The CTP Grantee shall perform the work described in the Mapping Activity Statement, which is included as part of the application package, dated September 14, 2010 and made a part of these Cooperative Agreement Articles.

### ARTICLE II – PERIOD OF PERFORMANCE

The period of performance shall be September 15, 2010 through September 14, 2013.

### ARTICLE III – REQUEST FOR ADVANCE/REIMBURSEMENT

- A. FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to its Grantees. To enroll in the DD/EFT, the Grantee must complete a Standard Form 1199A, Direct Deposit Form. The Grantee may be paid in advance, or reimbursed by completing the Standard Form (SF) 270, Request for Advance/Reimbursement. In accordance with Treasury regulations at 31 CFR, Part 205, the Grantee **shall request funds not more than 3 business days prior to the day on which it makes a disbursement.**
- B. Interest earned on advances will be handled in compliance with 44 CFR 13.21(i).

### ARTICLE IV – FINANCIAL REPORTS

Federal Financial Reports (using Standard Form 425) are due 30 days after the end of each quarter (i.e. January 30, April 30, July 30, and October 30). The final Federal Financial Report is due 90 days after the close of the cooperative agreement. All reports should be submitted to the address shown below:

FEMA Region VI  
800 North Loop 288  
Denton, TX 76209  
Attn: Michael Brown, Assistance Officer

### ARTICLE V – PERFORMANCE REPORTS

Performance reports are due 30 days after the end of each quarter (i.e. January 30, April 30, July 30, and October 30). The final performance report is due 90 days after the close of the cooperative agreement. The Grantee shall submit copies of the performance report to the FEMA Regional Office at the address listed in Article IV. Grantees may request a waiver of the first quarter performance report from the Regional Assistance Officer.

## ARTICLE VI – AGREEMENT PROVISIONS

- A. In compliance with 44 CFR 13.30, revisions to the grant award shall follow prior approval requirements found in 44 CFR Part 13.30. If the FEMA share of the cooperative agreement exceeds \$100,000, for non-construction cooperative agreements, FEMA's approval is required prior to the transfer of funds between total direct cost categories in the approved budget when such cumulative transfers exceed ten percent of the total budget. For all cooperative agreements, regardless of the amount of funding, the Grantee shall obtain prior written approval for any budget revision, which would result in the need for additional funds. If a grant provides funding for both construction and non-construction activities, the Grantee must obtain written approval from FEMA before making any fund or budget transfer from non-construction to construction or vice versa.
- B. No transfer of funds to agencies other than those identified in the approved cooperative agreement application shall be made without prior approval from FEMA.
- C. If a Grantee estimates that it will have unobligated funds remaining after the end of the performance period, the Grantee should report this to the FEMA Regional Office for disposition instructions.
- D. Requests for time extensions to the performance period will be considered but will not be granted automatically and must be supported by adequate justification in order to be processed. The justification shall contain the reason for the delay, an outline of remaining funds available to support the extended performance period and a description of the performance measures necessary to complete the project. Requests for time extension will not be considered unless performance and financial reports are current. Time extension requests shall be submitted to the Assistance Officer with a copy to the Program Manager no later than 60 days prior to the expiration of the performance period.

## ARTICLE VII – OTHER TERMS AND CONDITIONS

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

- A. Prior to the start of any construction activity, the Grantee shall ensure that all applicable Federal, State, and local permits and clearances are obtained.
- B. Prior to the start of any project, it must be reviewed by FEMA for compliance with the National Environmental Policy Act (NEPA), as implemented under 44 CFR, Part 10. Grantees are encouraged to seek guidance from the FEMA Environmental Officer in complying with NEPA and other environmental requirements.
- C. The Grantee is free to copyright 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 necessarily reflect FEMA's views.

## **ARTICLE VIII – AUDIT REQUIREMENTS**

All Grantees must follow the audit requirements of OMB Circular No. A-133, Revised. Non-Federal entities that expend \$500,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provisions of A-133.

## **ARTICLE IX – 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 sub-Grantees shall also be bound by the Fiscal Year 2010 CTP Guidance and Application Kit. The following Office of Management and Budget circulars are also applicable to this grant:

- 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
- 2 CFR Part 215, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments (OMB Circular A-102)
- 2 CFR Part 225, Cost Principles for State and Local Governments (OMB Circular A-87)
- 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
- 2 CFR Part 230, Cost Principles for Nonprofit Organizations (OMB Circular A-122)
- 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, as amended, 42 U.S.C. §§ 5121-5206 (Stafford Act).
- Title 44 of the Code of Federal Regulations (CFR)

### **Additional Terms and Conditions for FEMA Awards**

#### **1. Trafficking In Persons.**

A. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, sub-recipients under this award, and sub-recipients' employees may not:

- a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - b. Procure a commercial sex act during the period of time that the award is in effect; or
  - c. Use forced labor in the performance of the award or sub-awards under the award.
- 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a sub-recipient that is a private entity:
  - a. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
  - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
    - i. Associated with performance under this award; or
    - ii. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 3000.
- B. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a sub-recipient that is a private entity:
  - 1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either:
    - a. Associated with performance under this award; or
    - b. Imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 3000.
- C. Provisions applicable to any recipient.
  - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
  - 2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
    - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

- b. Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3. You must include the requirements of paragraph A.1 of this award term in any sub-award you make to a private entity.

D. Definitions. For purposes of this award term:

- 1. "Employee" means either:
  - a. An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award; or
  - b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subsection to involuntary servitude, peonage, debt bondage, or slavery.
- 3. "Private entity" means:
  - a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are, defined in 2 CFR 175.25.
  - b. Includes:
    - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).
    - ii. A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

2. **Classified Security Condition.**

- A. "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
- B. No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security

information if the award recipient has not been approved for and has access to such information.

- C. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed.
- D. Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS "*Standard Operating Procedures, Classified Contracting by States and Local Entities*," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the *National Industrial Security Program Operating Manual* (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>
- E. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, sub-award, or other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:

Telephone: 202-447-5346

Email: [DD254AdministrativeSecurity@dhs.gov](mailto:DD254AdministrativeSecurity@dhs.gov)

Mail: Department of Homeland Security  
Office of the Chief Security Officer  
ATTN: ASD/Industrial Security Program Branch  
Washington, D.C. 20528

Application, Cooperative Agreement Application and Assurances contained therein received by FEMA on August 10, 2010.