

City of Milpitas, California

**BUDGET CHANGE FORM**

**\*14**

Type of Change	From		To	
	Account	Amount	Account	Amount
Check one:				
<input checked="" type="checkbox"/> Budget Appropriation	100-812-4223	\$80,672	100-3558	\$80,672
<input type="checkbox"/> Budget Transfer				

**Explain the reason for the budget change:**

The Fire Department submitted an Assistance to Firefighters Grant application in April 2008 requesting 57 turnout coats, pants, boots, helmets and gloves (complete ensemble). The grant was awarded by the Department of Homeland Security in December 2008. The Assistance to Firefighters Grant provides funding directly to fire departments to enhance operational response capabilities and firefighter safety.

The 2009 Assistance to Firefighters Grant is an 80/20 grant with a total project cost of \$100,840.00, of which \$80,672.00 is Federal dollars and \$20,168.00 is the local cost match. It is important to note that this is an essential purchase of firefighter personal protective equipment and would need to be made regardless of the receipt of grant funding and therefore results in a significant cost savings for the city.

**Recommendation:** It is staff recommendation that Council accept the grant from the Department of Homeland Security and appropriate funding totaling \$100,840.00 including \$80,672.00 Federal share and \$20,168.00 for the required local cost match.

Check if City Council Approval required.                      Meeting Date: May 05, 2009

Itemization of funds, if needed:			Amount
Requested by:	Division Head:		Date:
	Department Head:	<i>[Signature]</i>	Date: 4/27/09
Reviewed by:	Finance Director:	<i>[Signature]</i>	Date: 4/24/09
Approved by:	City Manager:		Date:
Date approved by City Council, if required:		Confirmed by:	

## Award Package

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



# FEMA

Mr. Geoffrey Maloon  
Milpitas Fire Department  
777 South Main Street  
Milpitas, California 95035-5322

Re: Grant No.EMW-2008-FO-08713

Dear Mr. Maloon:

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 \$100,840.00. The Federal share is 80 percent or \$80,672.00 of the approved amount and your share of the costs is 20 percent or \$20,168.00.

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 that reads "R. David Paulison".

R. David Paulison  
Administrator



**FEMA**

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

**AGREEMENT ARTICLES**

**ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - Operations and Safety program**

**GRANTEE: Milpitas Fire Department**

**PROGRAM: Operations and Safety**

**AGREEMENT NUMBER: EMW-2008-FO-08713**

**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 **11-DEC-08 to 10-DEC-09**.

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	\$100,840.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00

Other	\$0.00
Indirect Charges	\$0.00
Total	\$100,840.00

#### **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](mailto: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 \$23,420. The approved amount for Coats is 45 at \$900 each, not 57 at \$965 each as indicated in the initial application. The approved number of Pants is 50, not 57 as indicated in the initial application. The approved number of Boots and Helmets is 48 each, not 57 each as indicated in the initial application. The reductions have already been made in the grant award and in the application as approved by Geoffrey Maloon via email on December 3, 2008. The total project cost was reduced per the program office comments from \$124,260 to \$100,840. The federal share was reduced from \$99,408 to \$80,672. The applicant share was reduced from \$24,852 to \$20,168.

FEDERAL EMERGENCY MANAGEMENT AGENCY OBLIGATING DOCUMENT FOR AWARD/AMENDMENT							
1a. AGREEMENT NO. EMW-2008-FO-08713	2. AMENDMENT NO. 0	3. RECIPIENT NO. 94-6019192	4. TYPE OF ACTION AWARD	5. CONTROL NO. W462110N			
6. RECIPIENT NAME AND ADDRESS Milpitas Fire Department 777 S. MAIN ST Milpitas California, 95035-5322	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 Geoffrey Maloon	PHONE NO. 4085862820	10. NAME OF PROJECT COORDINATOR Tom Harrington	PHONE NO. 1-866-274-0960				
11. EFFECTIVE DATE OF THIS ACTION 11-DEC-08	12. METHOD OF PAYMENT SF-270	13. ASSISTANCE ARRANGEMENT Cost Sharing	14. PERFORMANCE PERIOD From:11-DEC-08 To:10-DEC-09				
				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-XXXX-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	\$80,672.00	\$80,672.00	\$20,168.00	
			TOTALS	\$0.00	\$80,672.00	\$80,672.00	\$20,168.00
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) Andrea Gordon	DATE 05-DEC-08