



# COMMONWEALTH of VIRGINIA

## Department of Emergency Management

EFFREY D. STERN, Ph.D.  
State Coordinator

IRETT A. BURDICK  
Deputy Coordinator

USAN L. MONGOLD  
Deputy Coordinator

10501 Trade Court  
North Chesterfield, Virginia 23236-3713  
(804) 897-6500  
(TDD) 674-2417  
FAX (804) 897-6506

### Flood Mitigation Assistance Grant Program

Grant Agreement

FMA-2015-004

This Agreement is made as of this 26<sup>th</sup> day of May 2016 by and between the Virginia Department of Emergency Management, hereinafter called "VDEM," and the City of Hampton herein after called the "Sub-grantee."

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

#### (1) GENERAL PROVISIONS:

This Agreement is a sub-grant award of federal funds from VDEM to the sub-grantee. VDEM has received a grant from the Department of Homeland Security Federal Emergency Management Agency Flood Mitigation Assistance Grant Program, Catalog of Federal Domestic Assistance Number 97.029. The sub-grantee shall implement the project as set forth in the grant Agreement documents. These documents consist of:

- (1) Executed Grant Agreement;
- (2) Scope of Services, Attachment A;
- (3) Project Budget, Attachment B;
- (4) Milestone Table, Attachment C; and
- (5) Grant Assistance Agreements and VDEM-FEMA General Terms and Conditions and Assurances; Attachment D.

**State agencies acting as the sub-grantee shall report all federal funds received as part of this Agreement as federal pass-thru funds on their agency's Schedule of Federal Assistance.**

Nothing in this Agreement shall be construed as authority for either party to make commitments, which will bind the other party beyond the Scope of Work contained herein. Furthermore, the sub-grantee shall assign, sublet, or subcontract any work related to this Agreement or any interest it may have herein with full compliance with federal and state procurement regulations. The schedule of service set forth in the Scope of Work and Milestone Table shall be deemed to have been consented to, as required by the preceding sentence, upon the execution of this Agreement by VDEM.

*"Working to Protect People, Property and Our Communities"*

(2) SCOPE OF SERVICES:

The sub-grantee shall provide the service to VDEM set forth and summarized in the Scope of Work (Attachment A) and Milestone Table (Attachment C). All deliverables shall conform to accepted standards and practices. If there is any change in the original scope of work, a formal request must be made to VDEM for review and approval prior to implementing the change. These attachments are consistent with the original VDEM-FEMA (Federal Emergency Management Agency) grant project application. The sub-grantee shall provide VDEM with quarterly reports and a final report on the progress of work set forth in the Scope of Work. The quarterly reports and final report shall contain the following components: (1) a narrative describing in detail the progress of the sub-grantee in fulfilling the provisions of the Scope of Works; (2) Reimbursement Requests as needed that itemize the expenses incurred by the sub-grantee, including separate columns for the federal, state, and the sub-grantee's matching contribution to the total cost of services as reflected in the Project Budget-Attachment B; and (3) the schedule of specific project tasks with target completion dates and actual completion dates (Milestone Table – Attachment C). The first quarterly report is due to VDEM at the end of the first complete quarter following the award of the grant.

<u>Reporting Period</u>	<u>Report Due to VDEM</u>
January 1 – March 31	no later than April 15
April 1 – June 30	no later than July 15
July 1 – September 30	no later than October 15
October 1 – December 31	no later than January 15

(3) TIME OF PERFORMANCE:

The services of the sub-grantee shall begin on the date of sub-grantee's signature of this document and terminate on **10-30-2018**, unless otherwise altered through provisions of this Agreement or extended by written authorization of VDEM. Requests for time of performance extension must be received in writing by VDEM within 75 days of termination date with reasons for requested time of performance extension and a revised Milestone Table – Attachment C. All time limits stated are of essence of this Agreement. All funds must be obligated no later than the project completion date. The final request for reimbursement must be received no later than 60 days after the completion date for the project.

(4) COMPENSATION:

The total grant award from VDEM is **\$325,883** provided through the Pre-Disaster Mitigation Grant Program. FEMA shall provide **100%** of the funds for the project identified in the Scope of Work (Attachment A) totaling **\$325,883**.

VDEM shall release the grant award to the sub-grantee on a cost-reimbursement basis upon receipt and approval of the sub-grantee's quarterly and final reports and deliverables as required by this Agreement or at other times agreed to by VDEM. Any cost overruns incurred by the sub-grantee during the time of performance shall be the responsibility of the sub-grantee. The sub-grantee shall spend the funds according to the specified categories of the contract budget. The sub-grantee shall use mitigation grant funds solely for the purposes for which these funds are provided and as approved by FEMA and VDEM. General policies for determining allowable costs are established in 44 Code of Federal Regulations (CFR), Part 13.22 (included in Attachment D) and the appropriate OMB circulars that identify cost principles for different kinds of organizations. Minor shifts of the funds among categories by the sub-grantee, not to exceed 10% of any budget line item are permissible, but in no case can the total expenditures exceed the amount provided by this contract. Shifts in funds exceeding 10% among budget line items must be approved in writing by VDEM.

(5) ASSISTANCE:

VDEM agrees upon request of the sub-grantee to furnish, or otherwise make available to the sub-grantee, copies of existing non-proprietary materials in the possession of VDEM that are reasonably related to the subject matter of this Agreement and are necessary to the sub-grantee for completion of its performance under this Agreement. VDEM Recovery and Resilience Division staff will provide technical support to the sub-grantee and make periodic site visits to monitor progress.

(6) ACKNOWLEDGEMENTS:

The role of the Virginia Department of Emergency Management (VDEM) and the Federal Emergency Management Agency (FEMA) must be clearly stated in all press releases, news articles, and request for proposals, bid solicitations and other documents describing this project, whether funded in whole or part.

Acknowledgement of financial assistance, with VDEM and FEMA logos, must be printed on all reports, studies, web sites, and other products (including map products) supported, in whole or in part, by this award or any sub-award. The sub-grantee is responsible for contacting VDEM staff in adequate time to obtain the logo in camera-ready or digital form. The final draft must be approved by VDEM staff prior to production. The acknowledgement should read as follows:

*This report was funded by the Federal Emergency Management Agency through the Virginia Department of Emergency Management, via Grant Agreement Number FMA-2015-004 for \$325,883.*

(7) CREATION OF INTELLECTUAL PROPERTY:

To the extent that the copyright to any copyrightable material created pursuant to this Agreement is owned by the sub-grantee and/or the sub-grantee is empowered to license its use, VDEM agrees to grant to the sub-grantee, and hereby does grant to the sub-grantee, a license to use the materials so owned for public, not-for-profit purpose within the territory of the Commonwealth and shall execute and deliver such further documents as the Commonwealth may reasonably request for the purpose of acknowledging or implementing such license.

A copyright notice shall be placed in an appropriate location on any copyrightable material being distributed or published. Such notice shall include (1) either the symbol "©", the word "Copyright", or the abbreviation "Copr."; (2) the year of first publication; and (3) the name of the copyright owner (the Commonwealth of Virginia). This information shall be followed by the words, "all rights reserved."

(8) STRUCTURAL MITIGATION REQUIREMENTS:

Specific requirements must be adhered to for structural mitigation projects such as structural relocation, property acquisition and demolition, and structural retrofitting or improvement as detailed in Attachment D. These requirements can include deed restrictions, operation and maintenance plans, and insurance requirements, as dictated by the specific grant and project requirements.

(9) BREACH AND TERMINATION:

In the event of breach by the sub-grantee of this Agreement, VDEM shall provide written notice to the sub-grantee specifying the manner in which the Agreement has been breached. If a notice of breach is given and the sub-grantee has not substantially corrected the breach within 60 days of receipt of the written notice, VDEM shall have the right to terminate the Agreement. The sub-grantee shall be paid for no service rendered or expense incurred after receipt of the notice of termination, except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of its work under the Agreement. Termination of this Agreement can occur as an effect of one of two results: First, as a result of the proper completion and closeout of this project. Second, termination may occur as a result of *Termination for Convenience* or other termination as allowed or required by 44 CFR for projects which cannot be completed as described in the FEMA-approved grant project application and the Scope of Services – Attachment, herein. Communication of this decision and information related to the project termination will be provided to the sub-grantee in coordination with FEMA through registered mail.

IN WITNESS THEREOF the parties have caused this Agreement to be executed by the following duly authorized officials:

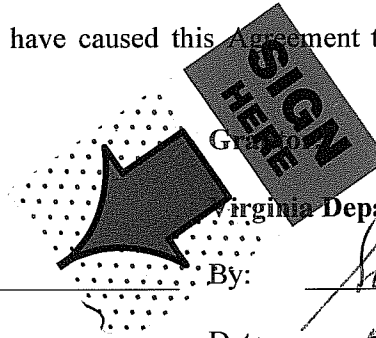
**Sub-grantee:**

**City of Hampton**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Sub-grantee Signatory



By: Sum Yong O

Date: 5.25.16

Deputy State Coordinating Officer

**Project Sponsor: City of Hampton**

**Project Title: Elevation of 1 Property**

**Project Description from FMA application:**

The proposed project will elevate a severe repetitive loss property located at 205 Harbor Drive in the City of Hampton, Virginia. The lowest finished floor will be elevated to a design flood elevation that will not only provide protection to the 1% annual flood level but also an additional three-foot freeboard requirement. The project will not only reduce claims to the National Flood Insurance Program, but will also protect the health and safety of the residents while reducing demand on City public safety resources during disasters.

**Project Awarded Budget – Funding Source PDM 2015:**

Federal Project Funds	\$325,883
<b>Total Project Funds</b>	<b>\$325,883</b>

**Project Budget from VDEM-FEMA PDM application:**

Engineering Design and Geo-tech Survey	\$10,900
Lifting and Construction of New Foundation	\$294,983
Construction Management	\$5,500
Project Management/Grant Administration	\$14,500
<b>Total Project Funds</b>	<b>\$325,883</b>

Attachment C  
FMA-2015-004  
Project Milestone Table

<b>Description of Task</b>	<b>Number of Days</b>	<b>Total Days</b>
Award and Implementation Meeting	3 months	3 months
Engineering Design Work (including VDEM /FEMA review)	6 months	9 months
Procurement of Services	6 months	15 months
Elevation Construction	8 months	23 months
Inspections and Final Punch List	3 months	26 months
Project Closeout with VDEM	3 months	29 months
Total		29 months

*“Working to Protect People, Property and Our Communities”*

Attachment D  
Administrative Requirements and Guidance

**Federal Administration and Guidance Documents:**

1. OMB Circular A-133 **AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS**
2. 44 CFR 13 **UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS**
3. 44 CFR Part 201 **MITIGATION PLANNING** [FMA, PDM, and HMGP planning projects only]
4. 44 CFR Part 206 – Subpart N – **HAZARD MITIGATION GRANT PROGRAM**
5. CATEX documentation (where required)
6. Structural Mitigation Project Requirements (where required)
7. FEMA Award Package