

(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 2 CFR 200.339 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

Grantor:

Virginia Department of Emergency Management

By: *Susan Mongel*

Date: 9.12.17
Deputy State Coordinating Officer

**CITY OF HAMPTON
OFFICE OF THE CITY ATTORNEY**
Approved as to form and legal sufficiency
Date: 10/31/17
Jesse P. ...
City Attorney