



COMMONWEALTH of VIRGINIA

Garrett Dyer
ACTING EXECUTIVE DIRECTOR

Virginia Department of Fire Programs

Brook Pittinger
ASSISTANT CHIEF OF ADMINISTRATION
AND RISK MANAGEMENT SERVICES

September 7, 2021

650

Mary B. Bunting
City Manager, Hampton
22 Lincoln Street
Hampton, VA 23669



Dear Ms. Bunting:

Enclosed is the signed FY-2022 Fire Programs Fund Disbursement Agreement for your files.

The Virginia Department of Fire Programs (VD FP) is in receipt of the jurisdiction's FY-2021 Annual Report. The jurisdiction will be receiving 100% of its FY-2022 Allocation in the next funds disbursement scheduled for September 24, 2021.

The annual submission of supporting documentation such as invoices and/or receipts are not required but highly recommended for expenses listed on the annual report.

Please be advised that starting in 2019 VD FP began routine audits of the localities ATL grant files. Localities selected to be audited will be notified directly with instructions on the information required and submission details.

If you have any questions, feel free to contact me at my office 804/249-1958 or via email at Theresa.Hunter@vdfp.virginia.gov.

Respectfully,

Theresa Hunter
Budget and Grants Manager

Enclosure



Commonwealth of Virginia
Department of Fire Programs

FY-20 **22** FIRE PROGRAMS FUND DISBURSEMENT AGREEMENT

Statutory Authority: §38.2-401 of the Code of Virginia

This Agreement, made effective as of the 1st day of July, 2021, by the DEPARTMENT OF FIRE PROGRAMS (the "Agency") and the LOCALITY noted below (the "Receiving Locality"), governs the distribution and use of the Receiving Locality's annual entitlement from the Fire Programs Fund ("the Fund"), as provided for in §38.2-401 of the Code of Virginia as amended (the "Statute").

WHEREAS, the Statute in effect as of the date first written above is incorporated herein by reference; and

WHEREAS, the Receiving Locality is thereunder required to execute a "Fire Programs Fund Disbursement Agreement" and forward same to the Agency as a condition of receiving any allocation or disbursement from the Fund;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto agree as follows:

1. Representations of the Agency. The Agency represents that the Agency is duly organized and the Executive Director duly appointed by the Governor and confirmed by the General Assembly as provided for by the *Code of Virginia*, and that the Executive Director or his designee is duly authorized to enter into this agreement.

2. Representations of the Receiving Locality. The Receiving Locality represents that (a) its authorized representative whose signature appears below has read and understands the referenced sections of the Statute and any Policies & Definitions adopted thereunder, (b) it agrees to comply with all applicable provisions of the Statute and any Policies & Definitions adopted thereunder, including the use of such funds and all reporting and audit requirements and (c) it is duly authorized to execute this Agreement and to perform its obligations hereunder and has taken all necessary action to authorize such execution and performance.

3. Availability of Funds. It is understood and agreed by the parties hereto that the AGENCY shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purposes of this Agreement. The Recipient shall deposit funds in an interest-bearing account or normal risk and with a demand restriction, if any, not exceeding 30 calendar days until they are needed. The Recipient must be able to account for both the principal and the interest amounts.

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4. Merger; Severability; Governing Law. This writing constitutes the entire Agreement between the parties, supersedes any existing agreement or understanding, oral or written, relative to the matters contained herein, and may be modified only in a writing executed by all parties hereto.

If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, it shall not render the remaining portions of this Agreement void or unenforceable. This Agreement shall in respects be governed by the laws of the Commonwealth of Virginia.

5. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.


IN WITENESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement effective as of the date first written above, intending to be bound thereby.

**Commonwealth of Virginia
Department of Fire Programs**

BY:  8-24-21

THERESA H'INTER
BUDGET AND GRANTS MANAGER

RECEIVING LOCALITY: City of Hampton - Division of Fire & Rescue
Name of Locality

BY:  8-10-2021
Signature Date

Mary B. Bunting
Name

Department of Fire Programs

City Manager
Title

AUG 13 2021

(Non-P.O.)
Office City of Hampton Administration
Address: 22 Lincoln Street
Hampton, VA 23669

Mailing same as above
Address:

E-mail mbunting@hampton.gov Telephone 757-727-6392
Address: Number: