



**Vermont Department of Public Safety  
Division of Emergency Management  
& Homeland Security**

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Harriet Johnson  
Agency of Administration  
109 State Street  
Montpelier, VT 05609

RE: State of Vermont  
FEMA-State Agreement  
FEMA-4232-DR-VT

Dear Harriet,

Enclosed for the Governor's office is an original signed FEMA-State agreement for FEMA-4232-DR-VT, declared on July 29, 2015 for severe Storm and Flooding on June 9, 2015.

Please feel free to contact me if you require any further information.

Sincerely,

Robert Schell  
Deputy Director / SCO

Enclosures:  
FEMA-State agreement

AUG 28 2015



**FEMA**

**FEMA-STATE AGREEMENT  
MAJOR DISASTER DECLARATION FEMA-4232-DR-VT**

**I. PURPOSE AND BACKGROUND**

The President declared that a major disaster exists in the State of Vermont on July 29, 2015. This Declaration was based on a severe storm and flooding (incident) on June 9, 2015 (incident period). This is the FEMA-State Agreement (Agreement) for this major disaster, designated FEMA-4232-DR (Declaration), under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. §§ 5121-5207) (Stafford Act), in accordance with 44 C.F.R. § 206.44. This Agreement between the United States of America through the Regional Administrator, Federal Emergency Management Agency (FEMA), Department of Homeland Security (DHS) or his/her delegate, and the State of Vermont (State or Recipient) governs all federal assistance FEMA provides the State for this Declaration.

**II. GENERAL PROVISIONS**

- A. GRANT AWARD PACKAGE.** Any federal grant award package issued under this Agreement will consist of the Declaration, this Agreement, and the *Application(s) for Federal Assistance* (Standard Form (SF) 424), including *Assurances- Non-Construction Programs* (SF-424B) and also the *Assurances - Construction Programs* (SF 424D) when applicable, submitted by the State for each grant program provided under the Declaration and this Agreement.
- B. FEMA RESPONSIBILITIES.** FEMA may provide to the State or residents of the State, if applicable, funds in the form of federal grant assistance or direct federal services to support the activities and programs authorized under the Stafford Act and the President's Declaration (federal assistance) in accordance with this Agreement.
- C. STATE RESPONSIBILITIES**
1. The State agrees to comply with the federal grant award terms and conditions set forth in the Declaration, this Agreement and all provisions of the State Administrative Plans in place for each grant award.
  2. The State agrees to lead, manage and drive the overall recovery process and coordinate recovery activities and technical support by setting appropriate

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- ii. Fire Management Assistance Grant (FMAG) Program
- iii. Hazard Mitigation Grant Program (HMGP)
- c. If the State does not have a FEMA-approved SMP as of the date of declaration, the State will submit its approvable SMP within 30 days of the date of the declaration for FEMA review and approval. If the State fails to do so, FEMA will deny the State's application for PA Permanent Work and HMGP assistance under the Declaration.
- d. FEMA will not obligate funds for PA Permanent Work or HMGP projects until the SMP is approved. FEMA will cease obligating funds for PA Permanent Work or HMGP projects for open disasters during any lapse period between expiration of the current SMP and approval of an updated SMP.

**D. CERTIFICATION AND WAIVERS**

- 1. The State officials named by the Governor as authorized to execute certifications and otherwise to act on behalf of and to legally bind the State are listed on **Attachment 1** to this Agreement.
- 2. The State's Certification Regarding Lobbying is **Attachment 2** to this Agreement. This certification complies with the Lobbying Prohibitions in the DHS Standard Terms and Conditions and with the FEMA regulations found at 44 C.F.R. Part 18 (*New Restrictions on Lobbying*).
- 3. The State waives any consultation process under Executive Order 12372 (*Intergovernmental review of Federal programs*) and 44 C.F.R. Part 4 (*Intergovernmental Review of Federal Emergency Management Agency (FEMA) Programs and Activities*) for grants, loans, or other financial assistance under the Stafford Act for this major disaster.

**E. FEDERAL ASSISTANCE**

- 1. The State has requested federal assistance and submitted FEMA Form 010-0-13 (*Request for Presidential Disaster Declaration – Major Disaster or Emergency*), the terms, representations and assurances of which are incorporated by reference.
- 2. Federal assistance, except for assistance under the Hazard Mitigation Grant Program, is limited to activities necessary to alleviate damage, loss, hardship, or suffering resulting from the incident that took place during the

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2. When Direct Federal Assistance is requested and the assistance is provided:
  - a. The State will:
    - i. Provide without cost to the United States all lands, easements, and rights-of-ways necessary to accomplish the approved work;
    - ii. Hold and save the United States free from damages due to the requested work, and will indemnify the Federal Government against any claims arising from such work;
    - iii. Provide reimbursement to FEMA for the non-federal share of the cost of such work; and
    - iv. Assist the performing federal agency in all support and local jurisdictional matters.
  - b. FEMA will bill the State for the non-federal cost share of Direct Federal Assistance provided and the State agrees to pay the non-federal share pursuant to the timeframes set forth in the letter or other correspondence transmitting the bill.
3. When debris removal is authorized, the State agrees to indemnify and hold harmless the United States for any claims arising from the removal of debris or wreckage for this major disaster or emergency. The State agrees that debris removal from public and private property will not occur until an unconditional authorization for the removal of debris is provided.
4. The attached **Public Assistance Programmatic Addendum** includes additional terms and conditions for the implementation of the PA Program as applicable, PA grant performance goals, and cost share adjustments under alternative procedures for debris removal.

**B. INDIVIDUAL ASSISTANCE (IA).** When the Declaration authorizes IA overall or specific IA programs, and FEMA makes an IA grant award to the State, the following terms apply as applicable:

1. FEMA may award grant funds to the State for the IA programs authorized under the Declaration and requested by the State.
2. When the Declaration authorizes the Individual and Households Program (IHP), and FEMA provides IHP assistance including Other Needs Assistance (ONA) to individuals and households, the State agrees to make

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4. Additional terms and conditions regarding implementation of HMGP, including performance goals, may be included in an attached **HMGP Programmatic Addendum**.

**IV. FUNDING**

**A. PAYMENT PROCESS**

1. FEMA will pay the State using the U.S. Department of Health and Human Services Payment Management System (HHS/Smartlink).
2. Payments are governed by the Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 CFR Part 205 (*Rules and Procedures for Efficient Federal-State Funds Transfers*) and Treasury Financial Management Manual, Volume 1, Part 4A-2000.
3. FEMA will use a “single obligation” system to process payments through a subaccount for each subaward. When FEMA identifies an overpayment, subject to the exhaustion of appeals, FEMA will deobligate the funds from the subaccount. If there are insufficient funds in the subaccount, the State will have 30 days to reimburse the HHS/Smartlink subaccount. At that time, if there are still insufficient funds in the subaccount, FEMA will refer the amount to the FEMA Finance Center (FFC) for collection.
4. The State and subrecipients have no property interest in the funds made available through the HHS/Smartlink account. At any time during the lifecycle of the grant, FEMA may adjust the amounts available to the State in HHS/Smartlink due to grant amendments, partial or full grant terminations, closeouts, or other reasons.

**B. AVAILABILITY OF FUNDING.** FEMA and the State agree to take measures to deliver assistance to individuals, households, governments and private nonprofits as expeditiously as possible, consistent with federal laws and regulations. To that end, the following terms and conditions apply:

1. This Agreement does not comprise an award of any type of assistance authorized for the Declaration or as described in Part III, Types of Federal Assistance, above and this Agreement does not obligate any federal funding. Rather, FEMA will separately make such award decisions for the assistance authorized for the Declaration.

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projects, or reference to other document submitted to FEMA that includes this information.

- b. Confirmation. FEMA will confirm the quarterly SF 425 as the final expenditure report for that subrecipient only if the State has submitted all outstanding information and certifications required by applicable regulations and FEMA policy and guidance for all the subrecipient's costs and work for the major disaster.
  - c. Governmental Subrecipients. This confirmed, complete and accurate quarterly report is the final expenditure report for a governmental subrecipient's final expenditures for the particular grant program for the major disaster or emergency for the purposes of Section 705(a) of the Stafford Act (42 U.S.C. § 5205(a)).
3. Final Financial Report. The State shall submit a complete and accurate final Federal Financial Report (SF 425), no later than 90 days after each program's federal grant award performance period expiration date. This report is the final expenditure report reflecting the State's total expenditures by program under the federal award for the disaster or emergency for purposes of Section 705(a) of the Stafford Act (42 U.S.C. § 5205(a)).

**B. PERFORMANCE REPORTS**

- 1. Initial and Quarterly Reports. The State shall submit performance/progress reports in compliance with each program identified under this Agreement to the FEMA Regional Office 30 days after the end of the first federal quarter following the federal award date. The Regional Administrator or designee may waive the initial report if the incident is of such magnitude and complexity that it would place an undue administrative burden on the grantee. Subsequent reporting requirements shall not be waived. The State shall submit quarterly performance/progress status reports thereafter until the grant performance period ends. Reports are due on January 30, April 30, July 30, and October 30.
- 2. The State shall include in its quarterly performance/progress reports (OMB Form 1660-0017 PA and OMB Form 1660-0076 HMGP for PA and HMGP, respectively) a status of project/subaward completion, amount of expenditures, and amount of payment for advancement or reimbursement of costs for each project/subaward funded under each of the programs authorized under this Agreement, including for properties purchased for open space under the HMGP. The State shall submit project overruns

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paid to any subrecipient. Pursuant to the Debt Collection Improvement Act, as amended, and subject to section 705 of the Stafford Act (42 U.S.C. § 5205(a)), the recipient is liable to repay funds to FEMA if the recipient or subrecipient has ineligible underruns (for example, actual costs are less than the amount FEMA awarded based on initial estimates), knowingly or negligently withholds or misrepresents material information, or fails to complete work and comply with the terms of this Agreement or the approved award; or as a result of federal funds expended in error; or for costs that are unreasonable or otherwise disallowed. Upon adjudication of any other aforementioned conditions, a debt is established. FEMA and the State will follow the reimbursement procedures provided above in Part IV, Funding, Section A, Payments.

**B. DUPLICATION OF BENEFITS**

1. General. The State shall take all actions necessary and reasonable to ensure that all who receive federal assistance are aware of their responsibility to repay federal assistance that is duplicated by amounts available from insurance or any other source for the same purpose. FEMA may at any time pre-award or post-award adjust the level of funding provided to account for financial assistance provided from any other source for the same purpose as the federal assistance, or to account for benefits available for the same purpose from another source.
2. Insurance. Within his/her authorities, the Governor shall ensure, through the state agency responsible for regulation of the insurance industry, that insurance companies make full payment of eligible insurance benefits to disaster survivors and others who receive federal assistance. The State shall also take all reasonable steps to ensure that disaster survivors are aware of procedures for filing insurance claims, and are informed of any state procedures instituted for assisting insured disaster survivors.

- C. COOPERATION**. The State agrees, on its behalf and on behalf of its political subdivisions and others that receive federal assistance, to cooperate with the Federal Government in seeking recovery of federal assistance against any party or parties whose intentional acts or omissions or whose negligence or other tortious conduct may have caused or contributed to the damage or hardship for which federal assistance was provided under this Agreement. If applicable, FEMA will treat recovered funds as duplicated benefits available to the recipient/ subrecipient in accordance with Section 312 of the Stafford Act (42 U.S.C. § 5155).

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- F. **REFUNDS, REBATES AND CREDITS.** The State shall transfer to FEMA the appropriate share, based on the federal support percentage, of any refund, rebate, credit or other amounts arising from the performance of this agreement. The State shall take necessary action to promptly collect all monies due or which may become due and if applicable, to cooperate with the Federal Government in any claim or suit in connection with amounts due.

**VII. CONSTRUCTION REQUIREMENTS**

Prior to the start of any construction activity, the State will ensure that all applicable federal, state, and local permits and approvals are obtained and all permit conditions are addressed including FEMA and recipient/subrecipient compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other applicable environmental laws and executive orders. All construction should be in accordance with approved permits, projects plans and specifications, applicable building codes and program guidance.

**VIII. PERFORMANCE PERIODS**

- A. **PROGRAM/GRANT AWARD.** The State will complete all grant award activities, including all projects and/or activities approved under each federal grant award, within the time period prescribed in FEMA regulations, program guidance and on the award documents.
- B. **EXTENSIONS.** The State will include with any written request for an extension information and documentation to support the amendment and a schedule for completion. FEMA may approve subsequent work, monetary increase amendments, or activity time extension amendments only if the State submits all financial and performance reports to the appropriate Regional Office. FEMA will only approve extensions to the federal grant award period of performance or project completion timelines (if applicable) that comply with program regulatory timeframes. FEMA will not approve extensions for delays caused by lack of non-federal share funding.

**IX. SURVIVOR/REGISTRANT DATA SHARING**

The attached General Programmatic Addendum includes the terms and conditions for the sharing of FEMA Disaster Assistance Survivor/Registrant Data with State Governments under this Declaration.

**X. REMEDIES FOR NONCOMPLIANCE**

FEMA may take action as it determines appropriate under the circumstances including but not limited to withholding of payments, disallowance of costs, suspension or termination of the award

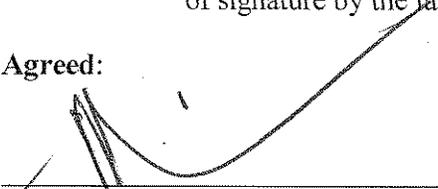
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5. Amendments to the Incident, such as type and period, will be reflected in Attachment 4, Subpart C; and
6. Amendments to any other term or condition contained in this Agreement or to the Declaration will be reflected in Attachment 4, Subpart D.

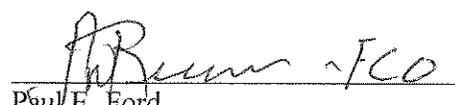
**XII. SIGNATURES AND EFFECTIVE DATE**

- A. **COUNTERPART SIGNATURES.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a .pdf format data file, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such facsimile or .pdf signature page were an original thereof.
- B. **EFFECTIVE DATE.** This FEMA-State Agreement becomes effective on the date of signature by the last Party.

Agreed:

  
\_\_\_\_\_  
Peter Shumlin  
Governor

8/14/15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Paul F. Ford  
Acting Regional Administrator  
FEMA Region I

8/24/15  
\_\_\_\_\_  
Date

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ATTACHMENT 2  
CERTIFICATION REGARDING LOBBYING

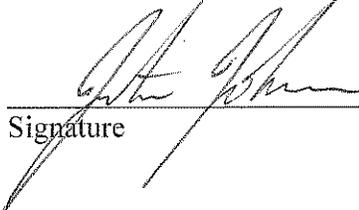
Certification for Contracts, Grants, Loans, and Cooperative Agreements

This certification is required by the regulations implementing the New Restrictions on Lobbying, 44 C.F.R. Part 18. The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Justin Johnson, Governor's Authorized Representative  
Name and Title of Authorized Representative

  
\_\_\_\_\_  
Signature

8/18/2015  
\_\_\_\_\_  
Date

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**ATTACHMENT 4  
AMENDMENTS**

**Subpart A: List of Amendments** (including listing amendments to the Declaration that are not reflected as amendments to the Agreement)

**Subpart B: Cost Share Amendments**

**Subpart C: Amendments to the Incident** (Type and Period)

**Subpart D: Other Amendments** (not otherwise reflected in Attachments 1 (List of State Certification Officers) or 3 (List of Designated Programs and Areas) and including Amendments to the Declaration that are not reflected as amendments to the Agreement)

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**HAZARD MITIGATION PROGRAMMATIC ADDENDUM**

**SUBPART A: HMGP PERFORMANCE GOALS**

The key purpose of HMGP is to ensure that the opportunity to take critical mitigation measures to reduce the risk of loss of life and property from future disasters is not lost during the reconstruction process following a disaster. To achieve this, States must use their HMGP funding as soon as possible to support the development and update of state and local hazard mitigation plans and the completion of hazard mitigation projects based on the State, Tribal and local Hazard Mitigation plan.

The milestone described below will allow FEMA to assess the performance of the State in taking advantage of reconstruction opportunities after a disaster, making the entire state more sustainable.

**State HMGP Award Performance Metric**

1. All progress reports must be complete and submitted on time. Information in reports must accurately describe award and subaward activities, including data related to the completion of individual property acquisitions. Incomplete progress reports which do not provide information on all open awards and subawards or include all information required by the program guidance are not considered on-time.
2. All Federal Financial Reports (FFR), Standard Form (SF) SF-425 are submitted on time.