



**STATE OF VERMONT**  
JOINT FISCAL OFFICE

**MEMORANDUM**

To: Joint Fiscal Committee members  
From: Sorsha Anderson, Senior Staff Associate  
Date: October 3, 2023  
Subject: Grant Request – JFO #3165

Enclosed please find one (1) item, which the Joint Fiscal Office has received from the Administration. *This grant was approved at the Joint Fiscal Committee Meeting on September 27, 2023.*

**JFO #3165:** \$164,000,000.00 to the Vermont Department of Public Safety from the Federal Emergency Management Agency to provide Federal disaster assistance for emergency work and the repair/replacement of disaster damaged facilities during the severe storm and flooding event for the period July 7, 2023, and continuing in Addison, Bennington, Caledonia, Chittenden, Essex, Franklin, Grand Isle, Lamoille, Orange, Orleans, Rutland, Washington, Windham, and Windsor counties.

*[NOTE: State share (ERAF) estimated at \$20,960,000.00 and local match at \$29,040,000.00 based on 75% FEMA share.]*

*[Packet received on September 28, 2023]*

PHILIP B. SCOTT  
GOVERNOR



State of Vermont  
OFFICE OF THE GOVERNOR

September 28, 2023

In accordance with 20 V.S.A §§ 9, 11 and 17(a), soon after the receipt of the federal Major Disaster Declaration on September 14, 2023, I gave verbal authority to the Department of Public Safety, Division of Emergency Management to accept the Federal Emergency Management Agency (“FEMA”) Disaster Grants – Public Assistance (Presidentially Declared Disaster) (FEMA -4720-DR).

I hereby authorize the Department of Public Safety, Division of Emergency Management, to receive these grant funds on behalf of the State, in accordance with the terms of the FEMA-State Agreement between FEMA and the State of Vermont for Major Disaster Declaration FEMA-4720-DR-VT, to be used to provide federal disaster assistance for emergency work and the repair/replacement of disaster damaged facilities during the severe storm and flooding event for the period July 7, 2023 through July 21, 2023 in Addison, Bennington, Caledonia, Chittenden, Essex, Franklin, Grand Isle, Lamoille, Orange, Orleans, Rutland, Washington, Windham and Windsor counties.

A handwritten signature in black ink, appearing to read "Philip B. Scott", written over a horizontal line.

Philip B. Scott  
Governor

Attachments:

- Request for Major Disaster Declaration, Governor’s Request Cover Letter and FEMA Form dated July 13, 2023
- Federal Major Disaster Declaration dated July 14, 2023
- FEMA-State Agreement Between the Federal Emergency Management Agency and The State of Vermont For Major Disaster Declaration FEMA-4720-DR-VT
- Finance and Management Grant Review Form

## STATE OF VERMONT REQUEST FOR GRANT (\*) ACCEPTANCE (Form AA-1)

| BASIC GRANT INFORMATION  |                       |  |                      |                |
|--|-----------------------|--|----------------------|----------------|
| <b>1. Agency:</b>  |                       |  |                      |                |
| <b>2. Department:</b>  |                       | Public Safety  |                      |                |
| <b>3. Program:</b>   |                       | Vermont Emergency Management   |                      |                |
| <b>4. Legal Title of Grant:</b>  |                       | Disaster Grants- Public Assistance (Presidentially Declared Disasters) |                      |                |
| <b>5. Federal Catalog #:</b>   |                       | 97.036   |                      |                |
| <b>6. Grant/Donor Name and Address:</b><br>Federal Emergency Management Agency   |                       |  |                      |                |
| <b>7. Grant Period:</b>  |                       | <b>From:</b> 7/7/2023  | <b>To:</b> 7/14/2027 |                |
| <b>8. Purpose of Grant:</b><br>To provide Federal disaster assistance for emergency work and the repair/replacement of disaster damaged facilities during the severe storm and flooding event for the period July 7, 2023 and continuing in Addison, Bennington, Caledonia, Chittenden, Essex, Franklin, Grand Isle, Lamoille, Orange, Orleans, Rutland, Washington, Windham and Windsor counties. |                       |  |                      |                |
| <b>9. Impact on existing program if grant is not Accepted:</b><br>Eligible State, Local, and Non-Profit agencies may have to bear the full cost of the disaster related expenses. Budget information below is based on the Preliminary Damage Assessment, SF-424 submission, and allowable State Management Cost.  |                       |  |                      |                |
| 10. BUDGET INFORMATION   |                       |  |                      |                |
|  | SFY 1                 | SFY 2  | SFY 3                | Comments       |
| <b>Expenditures:</b>   | FY 2024               | FY 2025  | FY 2026              |                |
| Personal Services  | \$8,400,000           | \$4,200,000  | \$1,400,000          | CAT Z MC       |
| Operating Expenses   | \$                    | \$   | \$                   |                |
| Grants   | \$120,000,000         | \$60,000,000   | \$20,000,000         | Subgrants      |
| <b>Total</b>   | \$128,400,000         | \$64,200,000   | \$21,400,000         |                |
| <b>Revenues:</b>   |                       |  |                      |                |
| State Funds:   | \$                    | \$   | \$                   |                |
| Cash   | \$12,576,000          | \$6,288,000  | \$2,096,000          | ERAF           |
| In-Kind  | \$                    | \$   | \$                   |                |
| Federal Funds:   | \$                    | \$   | \$                   |                |
| (Direct Costs)   | \$98,400,000          | \$49,200,000   | \$16,400,000         | MC & Subgrants |
| (Statewide Indirect)   | \$                    | \$   | \$                   |                |
| (Departmental Indirect)  | \$                    | \$   | \$                   |                |
| Other Funds:   | \$                    | \$   | \$                   |                |
| Grant (source - Local Match)   | \$17,424,000          | \$8,712,000  | \$2,904,000          | Subgrant Match |
| <b>Total</b>   | \$128,400,000         | \$64,200,000   | \$21,400,000         |                |
| <b>Appropriation No:</b>   | 2140030000 Fund 22005 | <b>Amount:</b>   | \$98,400,000         |                |
|  | 2140030000 Fund 21555 |  | \$12,576,000         |                |
|  |                       |  | \$                   |                |
|  |                       |  | \$                   |                |

## STATE OF VERMONT REQUEST FOR GRANT (\*) ACCEPTANCE (Form AA-1)

|  |              |  |                      |
|--|--------------|--|----------------------|
|  |              |  | \$                   |
|  |              |  | \$                   |
|  |              |  | \$                   |
|  | <b>Total</b> |  | <b>\$110,976,000</b> |

### PERSONAL SERVICE INFORMATION

**11. Will monies from this grant be used to fund one or more Personal Service Contracts?**  Yes  No  
 If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding process/policy.

Appointing Authority Name: \_\_\_\_\_ Agreed by: \_\_\_\_\_ (initial)

| 12. Limited Service Position Information: | # Positions | Title |
|---|-------------|-------|
|   |             |       |
|   |             |       |
|   |             |       |
| <b>Total Positions</b>                    |             |       |

**12a. Equipment and space for these positions:**  Is presently available.  Can be obtained with available funds.

### 13. AUTHORIZATION AGENCY/DEPARTMENT

|  |   |                 |
|--|---|-----------------|
| I/we certify that no funds beyond basic application preparation and filing costs have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant, unless previous notification was made on Form AA-1PN (if applicable): | Signature: <i>Daniel Batsie</i>                   | Date: 9/22/2023 |
|  | Title: DPS Commissioner / DPS Deputy Commissioner |                 |
|  | Signature:  | Date:           |
|  | Title:  |                 |

### 14. SECRETARY OF ADMINISTRATION

|                           |                                   |                 |
|---------------------------|-----------------------------------|-----------------|
| DS<br><i>SB</i> Approved: | (Secretary or designee signature) | Date: 9/23/2023 |
|---------------------------|-----------------------------------|-----------------|

### 15. ACTION BY GOVERNOR

|                          |                            |                        |       |
|--------------------------|----------------------------|------------------------|-------|
| <input type="checkbox"/> | Check One Box:<br>Accepted |                        |       |
| <input type="checkbox"/> | Rejected                   | (Governor's signature) | Date: |

### 16. DOCUMENTATION REQUIRED

#### Required GRANT Documentation

|   |  |
|---|--|
| <input type="checkbox"/> Request Memo<br><input type="checkbox"/> Dept. project approval (if applicable)<br><input type="checkbox"/> Notice of Award<br><input type="checkbox"/> Grant Agreement<br><input type="checkbox"/> Grant Budget | <input type="checkbox"/> Notice of Donation (if any)<br><input type="checkbox"/> Grant (Project) Timeline (if applicable)<br><input type="checkbox"/> Request for Extension (if applicable)<br><input type="checkbox"/> Form AA-1PN attached (if applicable) |
|---|--|

#### End Form AA-1

(\*) The term "grant" refers to any grant, gift, loan, or any sum of money or thing of value to be accepted by any agency, department, commission, board, or other part of state government (see 32 V.S.A. §5).

**State of Vermont**

Department of Finance & Management  
109 State Street, Pavilion Building  
Montpelier, VT 05620-0401

Agency of Administration

[phone] 802-828-2376  
[fax] 802-828-2428

**STATE OF VERMONT  
FINANCE & MANAGEMENT GRANT REVIEW FORM**

**Grant Summary:** Disaster DR-4720 VT Federal disaster assistance for emergency work and the repair/replacement of disaster damaged facilities during the severe storm and flooding event for the period July 7, 2023 and continuing in Addison, Bennington, Caledonia, Chittenden, Essex, Franklin, Grand Isle, Lamoille, Orange, Orleans, Rutland, Washington, Windham and Windsor counties.

**Date:** 9/21/2023

**Department:** Public Safety - Vermont Emergency Management

**Legal Title of Grant:** Disaster Grants- Public Assistance (Presidentially Declared Disasters)

**Federal Catalog #:** 97.036

**Grant/Donor Name and Address:** Federal Emergency Management Agency

**Grant Period:** **From:** 7/7/2023 **To:** 7/14/2027

**Grant/Donation** \$164,000,000

|                      | SFY 1        | SFY 2        | SFY 3        | Total         | Comments  |
|----------------------|--------------|--------------|--------------|---------------|---|
| <b>Grant Amount:</b> | \$98,400,000 | \$49,200,000 | \$16,400,000 | \$164,000,000 | Based on preliminary estimates and 75% FEMA share (Management costs at 100%). |

| <b>Position Information:</b> | <b># Positions</b> | <b>Explanation/Comments</b> |
|------------------------------|--------------------|-----------------------------|
|                              | 0                  |                             |

**Additional Comments:** State share (ERAF) estimated at \$20,960,000 and local match at \$29,040,000 based on 75% FEMA share.

**Department of Finance & Management**

**Secretary of Administration**

Adam Digitally signed by Adam Greshin  
DocuSigned by: (initial)

Sean Brown F643164EBC83432... (initial)



Jason Digitally signed by Jason Aronowitz Date: 2023.09.22 15:02:04 -04'00'  
Aronowitz

**STATE OF VERMONT**  
**FINANCE & MANAGEMENT GRANT REVIEW FORM**

|                                    |   |             |
|------------------------------------|---|-------------|
| <b>Sent To Joint Fiscal Office</b> | Anna Reinold<br><small>Digitally signed by Anna Reinold<br/>Date: 2023.09.28 11:57:25 -0400</small> | <b>Date</b> |
|                                    |   |             |



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Daniel.Batsie@vermont.gov

Daniel Batsie

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

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### **How to contact DPS:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [SOV.DocuSign@vermont.gov](mailto:SOV.DocuSign@vermont.gov)

### **To advise DPS of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [SOV.DocuSign@vermont.gov](mailto:SOV.DocuSign@vermont.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify DPS as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DPS during the course of your relationship with DPS.

# DECLARED JULY 14, 2023

## SUMMARY

STATE: Vermont  
NUMBER: FEMA-4720-DR  
INCIDENT: Severe Storms and Flooding  
INCIDENT PERIOD: July 7, 2023, and continuing  
DATE REQUESTED BY GOVERNOR: July 13, 2023  
FEDERAL COORDINATING OFFICER: William F. Roy  
National FCO Program

### DESIGNATIONS AND TYPES OF ASSISTANCE:

#### INDIVIDUAL ASSISTANCE (Assistance to individuals and households):

Chittenden, Lamoille, Rutland, Washington, Windham, and Windsor Counties.

#### PUBLIC ASSISTANCE (Assistance for emergency work and the repair or replacement of disaster-damaged facilities):

Addison, Bennington, Caledonia, Chittenden, Essex, Franklin, Grand Isle, Lamoille, Orange, Orleans, Rutland, Washington, Windham, and Windsor Counties for emergency protective measures (Category B), including direct Federal assistance.

#### HAZARD MITIGATION GRANT PROGRAM (Assistance for actions taken to prevent or reduce long term risk to life and property from natural hazards):

All counties in the State of Vermont are eligible to apply for assistance under the Hazard Mitigation Grant Program.

OTHER: Additional designations may be made at a later date if requested by the state and warranted by the results of further damage assessments.

PHILIP B. SCOTT  
GOVERNOR



State of Vermont  
OFFICE OF THE GOVERNOR

**REQUEST FOR MAJOR DISASTER DECLARATION  
GOVERNOR'S REQUEST COVER LETTER**

July 13, 2023

The Honorable Joseph R. Biden, Jr.  
President of the United States  
The White House  
Washington, D. C.

Through: Ms. Lori Ehrlich  
Regional Administrator  
FEMA Region I  
99 High Street  
Boston, Massachusetts 02110

Dear Mr. President:

Under the provisions of Section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207 (Stafford Act), and implemented by 44 C.F.R. § 206.36, I request you declare a Major Disaster for the State of Vermont for heavy rainfall and severe flooding statewide starting on July 7, 2023 and continuing as of today, July 13, 2023. I am specifically requesting Public Assistance, Hazard Mitigation Assistance Individual Assistance including Disaster Unemployment Assistance, statewide, as well as any other available federal disaster assistance, including but not limited to U.S. Small Business Administration and U.S. Department of Agriculture assistance.

The Honorable Joseph R. Biden, Jr.  
July 13, 2023  
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Given the cumulative and compounding severe consequences of the flooding over several days—and ongoing flooding concerns, I specifically request a Major Disaster Declaration for Vermont to include the following:

- 100 percent Federal cost share for Public Assistance Categories A and B for the first 90 days from the date of the Declaration (44 CFR § 206.47(d)).
- 100 percent Federal cost share for all other categories of Public Assistance (Permanent Work Categories C-G) from the date of the Declaration (44 CFR § 206.47(d)).
- 90 percent Federal cost share for all categories of Public Assistance to be placed into effect after the first 90 days (44 CFR § 206.47(b)).

The State of Vermont reserves the right to amend this request as the state pivots from response to recovery.

Rain began falling in southern Vermont on July 7, 2023, and by the morning of July 8, 2023 several miles of road in Killington, in Rutland County has been washed away with an estimated repair cost of \$1.4 million, while the town of Worcester in Washington County, had incurred half a million dollars in road damages. The heavy rains of July 7-8, 2023 exacerbated the antecedent conditions of saturated soils statewide. It started raining again on July 9, 2023, and by the afternoon of July 11, 2023, flood waters had inundated the main streets of Barre City, Johnson, Ludlow, Montpelier, Richmond and other communities across the state. This is a historic and catastrophic flooding event for Vermont.

The National Weather Service began sending out information warning of potential impacts of this system several days in advance. In a briefing on Sunday morning, July 9, 2023, a National Weather Service meteorologist used the word “catastrophic”.

### **Statewide Impact Summary**

The State Emergency Operation Center (SEOC) in Waterbury was partially activated on July 9, 2023, and went into full in-person activation as of 0800 on July 10, 2023. During the afternoon of July 10, SEOC staff were directed to leave the Waterbury SEOC and complete the operational period remotely because of concern that the Winooski River was rising in proximity to the SEOC at 45 State Drive, Waterbury, and there was a risk floodwaters would cut off access. On July 11, 2023, the SEOC relocated to higher ground at the Agency of Transportation’s Dill Building at 2178 Airport Road in Berlin, Vermont for transition from remote operations to continued in-person response effective 1200. Partners participating in the ongoing SEOC activation include: Agency of Agriculture, Agency of Human Services, Agency of Transportation, Agency of Digital Services Public Service Department, Agency of Administration, including the Department of Buildings and General Services , Department of Health, Department of Public Safety, including Vermont State Police, Division of Fire Safety, Radio Technology Services and Urban Search and Rescue, Department of Labor, Agency of Education, Agency of Natural

The Honorable Joseph R. Biden, Jr.  
July 13, 2023  
Page 3

Resources, including Department of Environmental Conservation and Department Forest Parks & Recreation, Vermont National Guard, American Red Cross, SerVermont, and Vermont 211.

When the waters were cresting on southern Vermont's rivers during the evening of July 10, 2023 and on the northern rivers such as the Winooski and Lamoille during the day on July 11, 2023, major transportation corridors including Interstate 89, Route 2, Route 4 and Route 100 were closed due to inundation, rendering many communities inaccessible.

As of July 9, 2023 at 0800, Vermont had eleven Urban Search and Rescue (USAR) teams staging, two Type I Swiftwater Teams en route from North Carolina via EMAC, and a federal USAR Type III team from Massachusetts. In Londonderry in Windham County and in Weston in Windsor County, the fire stations were flooded. In Andover, ten people were trapped in a state campground and needed to be rescued.

By the end of the next day, the situation report ("SitRep") at the end of the daytime operational period on July 10, 2023, a widespread 3-6 inches of rain had fallen across central Vermont with localized amounts up to 8 inches, and another 1-3 inches predicted overnight. The SitRep showed that 343 people had been evacuated and 70 people were still reported as isolated. Eighteen shelters were open, including the Barre Auditorium being managed by American Red Cross. 9,495 power outages were reported due to 106 outage events.

By the morning of July 11, 2023 there had been more than 100 active rescues performed by the twelve (12) USAR Teams working around the state. There were 88 road closures on State roads, and countless closures on local roads. Southern rivers were beginning to subside but rivers in the north were still rising. Damage at the Ludlow Fire Station rendered their emergency vehicles inoperable. Long term care facilities were evacuated in Cambridge, Enosburg, and Montpelier.

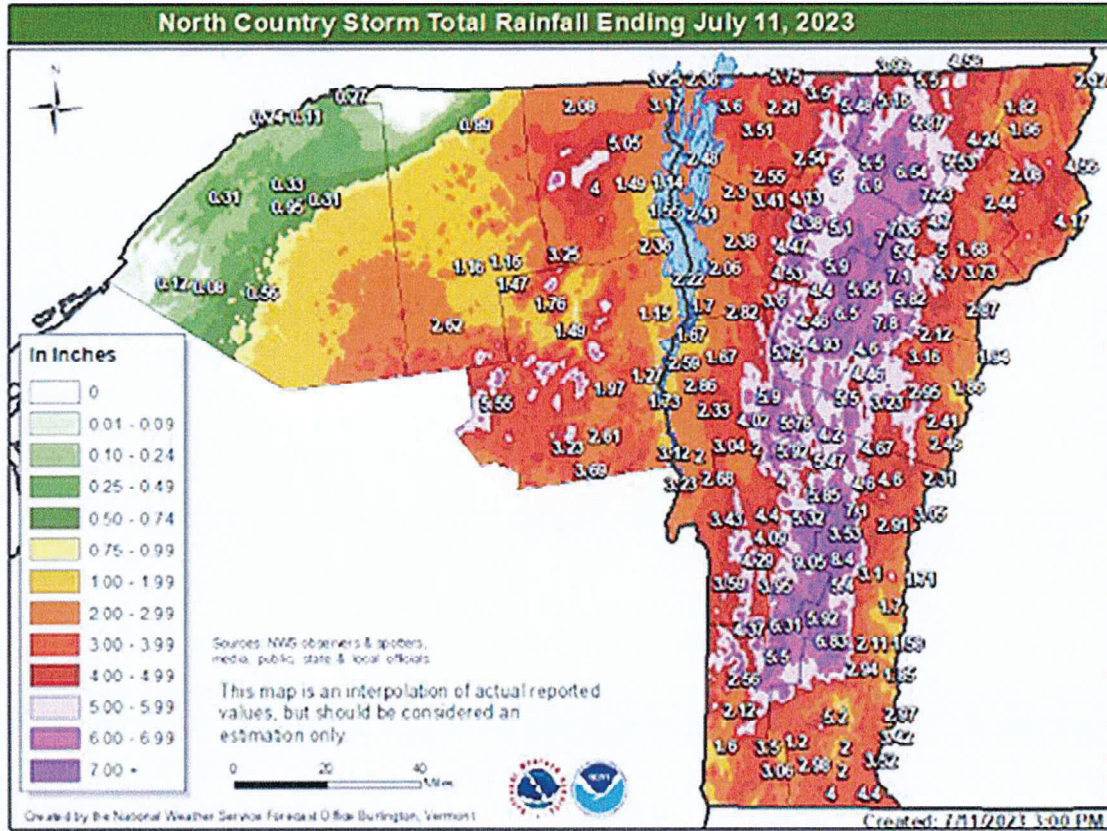
During the day on Tuesday, July 11, 2023, a priority focus in the SEOC was dam inspections, as some dams came perilously close to overtopping. Fortunately, the water level at the Wrightsville Flood Retention Dam on the North Branch of the Winooski River above Montpelier crested just below the level at which it would have required activation of the spillway, which would have added to the volume of water already flooding State and Main Streets in the State Capitol.

The Honorable Joseph R. Biden, Jr.

July 13, 2023

Page 4

The following map shows how much rain had fallen at 1500 on July 11, 2023:

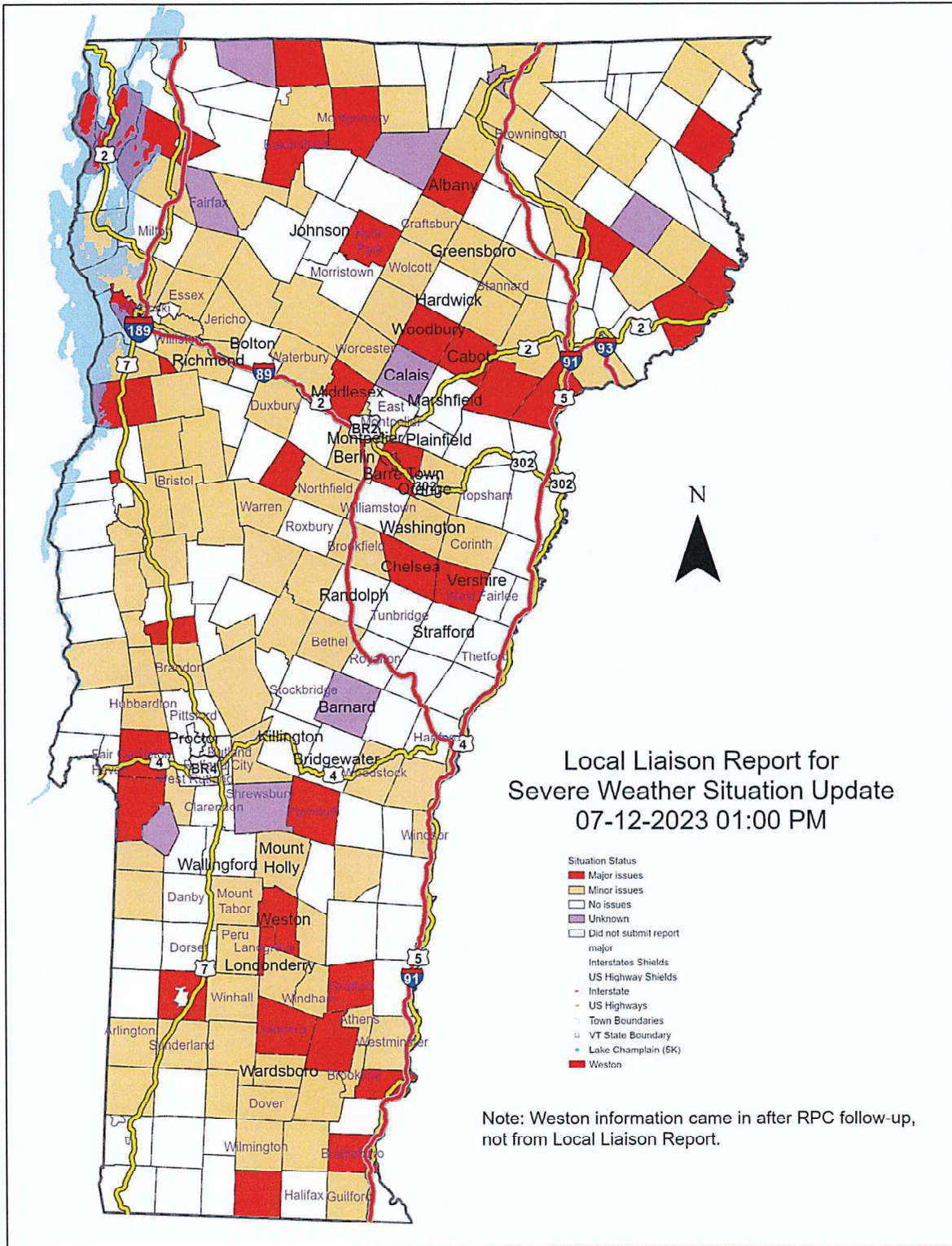


The Honorable Joseph R. Biden, Jr.

July 13, 2023

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The following map shows the situation based on Local Liaison reporting at 1800 on July 11, 2023:





The Honorable Joseph R. Biden, Jr.

July 13, 2023

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By Wednesday morning, July 12, 2023, the Johnson Wastewater Facility was damaged. Johnson was one of eleven (11) communities with Boil Water Notices in effect and flooded pump stations were discharging untreated wastewater from the following communities: Bethel, Johnson, Waterbury, Hardwick, Cabot, Montpelier, Fair Haven, Orleans, Chelsea, Saxon's River, and Brandon. Six (6) other communities were discharging partially treated wastewater.

On July 11, 2023, the State and American Red Cross operated three overnight shelters at Barre Auditorium, Rutland and White River Junction. On the night of July 10, 2023, 140 people stayed at the Barre Auditorium. On the night of July 11, 2023, 58 people stayed there. The Rutland and White River shelters did not open until the night of July 11, 2023, when they had four (4) and three (3) people stay overnight, respectively. In addition, nineteen (19) local shelters were opened, and twenty (20) people stayed at local shelters on the first night. Fifty people stayed at Northern Vermont University's campus in Cambridge on the night of July 11, 2023.

Unfortunately, the Office of the Chief Medical Examiner has reported there has been one storm-related fatality to date.

On July 11, 2023, VEM Interim Director, Eric Forand submitted two PDA requests, one for July 7-8, 2023 in the counties of Lamoille, Washington, and Windsor, and another for Individual Assistance and Public Assistance for the flooding which began on July 9, 2023. As noted above, this request for a Federal Disaster Declaration encompasses all damages starting from July 7, 2023, inclusive and supersedes the prior requests. In light of the severity of the event, it has been possible to validate Individual Assistance damages through aerial photography of flooded communities across the State.

### **Demographics of Impacted Counties**

Vermont is rural and sparsely populated. Some of the requested counties have median household incomes below the national average.

### **Additional Factors for Consideration**

Assessment of costs is ongoing.

The month of July is critical to Vermont's summer tourism season. This flooding comes at a particularly detrimental time for Vermont's economy.

Towns in Vermont obtain insurance through the Vermont League of Cities and Towns' Property and Casualty Intermunicipal Fund (PACIF). Roads, water crossings, and drainage structures are not covered, and insurance coverage is not commercially available in most cases.

The Honorable Joseph R. Biden, Jr.

July 13, 2023

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Given the rural, agricultural nature of our state with generational land and low housing stock, many Vermonters may struggle to provide documentation of land deeds and lack permanent housing. I therefore request flexibility in providing assistance to the most vulnerable in our communities.

### **State/ Local Resources for Assistance**

Vermont's resource referral hotline, VT 2-1-1, is taking damage reports from impacted residents.

Vermont's Emergency Relief and Assistance Fund (ERAF) provides the non-federal share of declared disasters for eligible municipal Public Assistance applicants and is funded through the Vermont General Fund. This event will create a need for additional ERAF appropriations from the General Fund through Budget Adjustment.

### **Vermont Disaster History**

Since 2013, Vermont has experienced 13 federally declared and numerous non-declared disasters, but nothing to date in 2023:

DR4120 (May 2013 flooding), DR4140 (June-July 2013 flooding), DR4163 (December 2013 ice storm), DR4178 (April 2014 flooding), DR4207 (December 2014 severe winter storm), DR4232 (June 9, 2015 flooding), DR4330 (June-July 2017 flooding), DR4356 (October 29-30, 2018 severe storm and flooding), DR4380 (May 4-5, 2018 severe storm), DR4445 (April 15, 2019 severe storm and flooding), DR4474 (Severe storm and flooding, October 31- November 1, 2019), DR4621 (Severe storms and flooding, July 29, 2021-July 30, 2021), DR4532 (COVID-19), and DR4695 (Severe storm and flooding, 12/22/22 - 12/24/22).

### **Hazard Mitigation Damage Avoidance**

In recent years, Vermont and FEMA have successfully used funding made available pursuant to Section 404 (42 U.S.C. § 5170c) and Section 406 (42 U.S.C. § 5172).

The impacts of this flooding would have been even more devastating if not for mitigation work accomplished since Hurricane Irene in 2011, particularly more than 140 property acquisitions and removals of flood-prone structures accomplished through Hazard Mitigation Assistance.

Many of these sites have been inundated in recent days as rivers access their floodplains without harm. We are committed to continuing our ongoing efforts to build resiliency and reduce flood vulnerability using Section 406 and Section 404 Hazard Mitigation.

The Honorable Joseph R. Biden, Jr.

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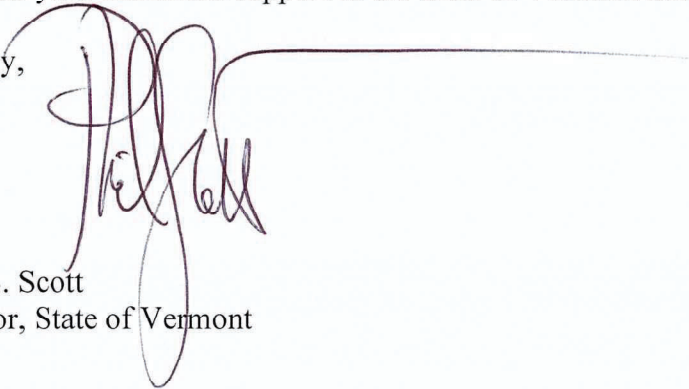
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**Conclusion**

For many Vermont communities, this statewide storm is the worst disaster in living memory, including Tropical Storm Irene. The Winooski and Lamoille Rivers crested at historically record high levels. The magnitude and severity of the damage will clearly exceed the capabilities of the State and affected local governments without federal assistance. Accordingly, I request a Major Disaster Declaration under the Stafford Act for Individual Assistance, including Disaster Unemployment Assistance, Public Assistance and Hazard Mitigation Assistance statewide, as well as any other available federal disaster assistance, including but not limited to U.S. Small Business Administration and U.S. Department of Agriculture assistance.

Thank you for understanding the needs of our small state and the deployment of so many members of your team. They have been a valuable addition to our emergency operations. I truly appreciate your continued support of the State of Vermont and its residents.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Phil Scott', with a long horizontal line extending to the right.

Philip B. Scott  
Governor, State of Vermont

**Enclosures:**

OMB No. 1660-0009/FEMA Form 010-0-13

A: Individual Assistance

B: Public Assistance

C: Requirements for Other Federal Agency Programs



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**ENCLOSURE B**

**PUBLIC ASSISTANCE**

**DAMAGE ASSESSMENT WORKSHEET**

Event Name: July 9 2023 - Ongoing Floods  
 Event Date(s): July 9 2023 - Ongoing

VERMONT

State \$1.77  
 County \$4.44

| Date:           | PUBLIC DAMAGE    |                     |             |               |                       |                |               |       | GOAL        |                                  |            |             |       |
|-----------------|------------------|---------------------|-------------|---------------|-----------------------|----------------|---------------|-------|-------------|----------------------------------|------------|-------------|-------|
| 7/12/2023       | A                | B                   | C           | D             | E                     | F              | G             | TOTAL | POP 2020    | \$/CAP                           | \$4.44/CAP | SHORT       |       |
| Addison Co      | \$0              | \$0                 | \$0         | \$0           | \$0                   | \$0            | \$0           | \$0   | 37,363      | \$0.00                           | \$165,892  | (\$165,892) |       |
| Bennington Co   | \$0              | \$0                 | \$0         | \$0           | \$0                   | \$0            | \$0           | \$0   | 37,347      | \$0.00                           | \$165,821  | (\$165,821) |       |
| Caledonia Co    | \$0              | \$0                 | \$0         | \$0           | \$0                   | \$0            | \$0           | \$0   | 30,233      | \$0.00                           | \$134,235  | (\$134,235) |       |
| Chittenden Co   | \$0              | \$0                 | \$0         | \$0           | \$0                   | \$0            | \$0           | \$0   | 168,323     | \$0.00                           | \$747,354  | (\$747,355) |       |
| Essex Co        | \$0              | \$0                 | \$0         | \$0           | \$0                   | \$0            | \$0           | \$0   | 5,920       | \$0.00                           | \$26,285   | (\$26,285)  |       |
| Franklin Co     | \$0              | \$0                 | \$0         | \$0           | \$0                   | \$0            | \$0           | \$0   | 49,946      | \$0.00                           | \$221,760  | (\$221,761) |       |
| Grand Isle Co   | \$0              | \$0                 | \$0         | \$0           | \$0                   | \$0            | \$0           | \$0   | 7,293       | \$0.00                           | \$32,381   | (\$32,381)  |       |
| Lamoille Co     | \$0              | \$0                 | \$0         | \$0           | \$0                   | \$0            | \$0           | \$0   | 25,945      | \$0.00                           | \$115,196  | (\$115,196) |       |
| Orange Co       | \$0              | \$0                 | \$0         | \$0           | \$0                   | \$0            | \$0           | \$0   | 29,277      | \$0.00                           | \$129,990  | (\$129,990) |       |
| Orleans Co      | \$0              | \$0                 | \$0         | \$0           | \$0                   | \$0            | \$0           | \$0   | 27,393      | \$0.00                           | \$121,625  | (\$121,625) |       |
| Rutland Co      | \$0              | \$0                 | \$0         | \$0           | \$0                   | \$0            | \$0           | \$0   | 60,572      | \$0.00                           | \$268,940  | (\$268,940) |       |
| Washington Co   | \$0              | \$0                 | \$0         | \$0           | \$0                   | \$0            | \$0           | \$0   | 59,807      | \$0.00                           | \$265,543  | (\$265,544) |       |
| Windham Co      | \$0              | \$0                 | \$0         | \$0           | \$0                   | \$0            | \$0           | \$0   | 45,905      | \$0.00                           | \$203,818  | (\$203,819) |       |
| Windsor Co      | \$0              | \$0                 | \$0         | \$0           | \$0                   | \$0            | \$0           | \$0   | 57,753      | \$0.00                           | \$256,423  | (\$256,424) |       |
| State Agencies  | \$0              | \$2,800,000         | \$0         | \$0           | \$0                   | \$0            | \$0           | \$0   | \$2,800,000 | State POP                        | \$/CAP     | \$1.77/CAP  | SHORT |
| TOTALS          | \$0              | \$2,800,000         | \$0         | \$0           | \$0                   | \$0            | \$0           | \$0   | \$2,800,000 | 643,077                          | \$4.35     | \$1,138,246 | \$0   |
| NOTES:          | DEBRIS CLEARANCE | PROTECTIVE MEASURES | ROAD SYSTEM | WATER CONTROL | BUILDINGS & EQUIPMENT | PUBLIC UTILITY | PARKS & OTHER |       | 643,077     | State Population total check-sum |            |             |       |
| PDA Percentages | 0.00%            | 100.00%             | 0.00%       | 0.00%         | 0.00%                 | 0.00%          | 0.00%         |       |             |                                  |            |             |       |

**DAMAGE ASSESSMENT WORKSHEET**

| Date:                   | PUBLIC DAMAGES - AGENCIES/COSTS NOT SPECIFIC TO ANY COUNTY |             |     |     |     |     |     |             |
|-------------------------|--|-------------|-----|-----|-----|-----|-----|-------------|
| 7/12/2023               | A  | B           | C   | D   | E   | F   | G   | TOTAL       |
| ANR                     |  |             |     |     |     |     |     | \$0         |
| AOT                     |  |             |     |     |     |     |     | \$0         |
| Forest & Parks          |  |             |     |     |     |     |     | \$0         |
| Rails to Trails         |  |             |     |     |     |     |     | \$0         |
| VAST                    |  |             |     |     |     |     |     | \$0         |
| VT Electric Coop        |  |             |     |     |     |     |     | \$0         |
| VEM                     |  |             |     |     |     |     |     | \$0         |
| Washington Co Elec Coop |  |             |     |     |     |     |     | \$0         |
| DFA - USAR Teams        |  | \$2,800,000 |     |     |     |     |     | \$2,800,000 |
| Totals                  | \$0  | \$2,800,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$2,800,000 |

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July 13, 2023  
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**ENCLOSURE C**

**TO MAJOR DISASTER REQUEST**

Estimated Assistance from Other Federal Agency Programs

| <b>County</b>   | <b>SBA<br/>Home<br/>Loans</b> | <b>SBA<br/>Business<br/>Loans</b> | <b>FSA<br/>Loans</b> | <b>NRCS</b> | <b>FHWA</b> | <b>USACE</b> | <b>OTHER</b> |
|-----------------|-------------------------------|-----------------------------------|----------------------|-------------|-------------|--------------|--------------|
| All<br>Counties | TBD                           | TBD                               | TBD                  | TBD         | TBD         | TBD          | TBD          |
|                 |                               |                                   |                      |             |             |              |              |
|                 |                               |                                   |                      |             |             |              |              |
|                 |                               |                                   |                      |             |             |              |              |
| Totals          |                               |                                   |                      |             |             |              |              |

DEPARTMENT OF HOMELAND SECURITY  
Federal Emergency Management Agency  
**REQUEST FOR PRESIDENTIAL DISASTER DECLARATION**  
**MAJOR DISASTER OR EMERGENCY**

OMB Control Number 1660-0009

Expires 06/30/2023

1. Request Date Jul 13, 2023

**Burden Disclosure Notice**

Public reporting burden for this form is estimated to average 9 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting the form. This collection of information is required to obtain a benefit. You are not required to respond to this collection of information unless it displays a valid OMB control number. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street SW, Washington, DC 20472, Paperwork Reduction Project (1660-0009). **NOTE: Do not send your completed form to this address.**

Completion of this form including applicable attachments satisfies legal requirements for emergency and major disaster declaration requests under 42 U.S.C. §§ 5170 and 5191, respectively, as implemented at 44 C.F.R. §§ 206.35 and 206.36. Failure to use this form may result in a failure to meet these requirements and/or a delay in processing the request.

|   |  |
|---|--|
| <p>2a. Name of State (as defined in Stafford Act 102, 42 U.S.C. § 5122) or Indian tribal government requesting declaration.</p> <p>State of Vermont</p>   | <p>2b. Population (as reported by 2010 Census) or estimated population of Indian tribal government's damaged area(s). <u>643,077 (2020)</u></p>  |
| <p>3. Governor's or Tribal Chief Executive's Name</p> <p>Philip B. Scott</p>  | <p>4. Designation of State or Tribal Coordinating Officer upon declaration (if available) and phone number</p> <p>Eric Forand (802) 585-0633</p> |
| <p>5. Designation of Governor's Authorized Representative or Tribal Chief Executive Representative upon declaration (if available) and phone number</p> <p>Kristin L. Clouser (802) 828-3322</p>  |  |
| <p>6. Declaration Request For: <input checked="" type="checkbox"/> Major Disaster (Stafford Act Sec. 401) <input type="checkbox"/> Emergency (Stafford Act Sec. 501 (a))</p>  |  |
| <p>7. Incident Period: Beginning Date <u>07/07/2023</u> End Date _____ or <input checked="" type="checkbox"/> Continuing</p> <p style="text-align: right;"><i>If requesting a "continuing" incident period, enclose an official statement from a qualified Federal Government agency acknowledged as a national authority in a specific incident field (e.g., United States Geological Survey for seismic incidents, the National Weather Service for flooding).</i></p>  |  |
| <p>7b. Type of Incident (Check all that apply)</p> <p><input type="checkbox"/> Drought <input type="checkbox"/> Earthquake <input type="checkbox"/> Explosion <input type="checkbox"/> Fire <input checked="" type="checkbox"/> Flood <input type="checkbox"/> Hurricane <input type="checkbox"/> Landslide <input type="checkbox"/> Mudslide</p> <p><input checked="" type="checkbox"/> Severe Storm (rain, high water, wind-driven, rain, hail, lightning) <input type="checkbox"/> Snowstorm (Must include Enclosure D: Historic and Current Snowfall Data) <input type="checkbox"/> Straight-Line Winds</p> <p><input type="checkbox"/> Tidal Wave <input type="checkbox"/> Tornado <input type="checkbox"/> Tropical Depression <input type="checkbox"/> Tropical Storm <input type="checkbox"/> Tsunami <input type="checkbox"/> Volcanic Eruption <input type="checkbox"/> Winter Storm</p> <p><input type="checkbox"/> Other (please specify) _____</p>   |  |
| <p>8. Description of damages (Short description of impacts of disaster on affected area and population). Include additional details in enclosed Governor's or Tribal Chief Executive's cover letter.</p> <p>Heavy rain started late on 07/07/23 in southern Vermont and continued into 07/08/23, causing severe damage in a few locations, including the Town of Killington in Rutland County, where miles of road were destroyed. That rain saturated soils statewide, creating antecedent conditions for widespread slow-moving rain and embedded thunderstorms which moved into the state from south to north on 07/09/23 and continued into the morning hours of 07/11/23. Main stem rivers crested late in the day on 07/11/23 (at gauge levels which exceeded Tropical Storm Irene on the Winooski and Lamoille Rivers). Major transportation corridors were closed due to inundation. Downtowns were flooded in Barre City, Johnson, Ludlow, Montpelier, and Richmond. Damage assessment is ongoing.</p> |  |
| <p>9. Description of the nature and amount of State and local or Indian tribal government resources which have been or will be committed. Include additional details in enclosed Governor's or Tribal Chief Executive's cover letter.</p> <p>I declared a State of Emergency on 07/09/23. The State Emergency Operations Center (SEOC) was fully activated on 07/09/23 and remains activated at the time of this request. Vermont's thirteen (13) Regional Planning Commissions were activated as Local Liaisons on 07/08/23, with initial reports for each community due on 07/12/23. All VTtrans Districts (1-9) began initial damage assessments on 07/09/23 which are ongoing.</p>  |  |

## 10. Joint Preliminary Damage Assessment\*

Individual Assistance      Dates Performed      **Requested** Jul 13, 2023      **Start** Jul 13, 2023      **End** Jul 18, 2023

Individual Assistance Accessibility Problems (Areas that could not be accessed, and why)

Many locations remain underwater at this time. Although floodwaters are receding, additional heavy rainfall is forecast in the days ahead, which may complicate on-the-ground inspections. Aerial photography can be used to view and validate substantial damages.

Public Assistance      Dates Performed      **Requested** Jul 13, 2023      **Start** Jul 18, 2023      **End** Jul 21, 2023

Public Assistance Accessibility Problems (Areas that could not be accessed, and why)

Many locations remain underwater at this time. Although floodwaters are receding, additional heavy rainfall is forecast in the days ahead, which may complicate on-the-ground inspections until approximately 07/17/23.

## 11. Programs and Areas Requested

Individual Assistance  N/A     Individuals and Households Program     Crisis Counseling Program     Disaster Unemployment Assistance

All     Disaster Case Management     Disaster Legal Services     Small Business Administration (SBA) Disaster Assistance

For the following jurisdictions, specify programs and areas (counties, parishes, independent cities; for Indian tribal government, list tribe(s) and/or tribal area(s)) If additional space is needed, please enclose additional documentation).

IA Technical Assistance, Individual and Household Assistance, Other Needs Assistance, Disaster Unemployment Assistance, Disaster Case Management, and Small Business Disaster Assistance is requested statewide.

For States, identify Federally-recognized Tribes in the requested counties (if applicable).

Please see **Enclosure A: Supplemental Information for Individual Assistance** for additional information in support of this request\*.

\*Not Required for Emergency Declaration Request



## 11. Programs and Areas Requested (Continued)

Public Assistance  N/A  Debris Removal (Category A)  Emergency Protective Measures (Category B)  Permanent Work (Categories C-G)\* (not available for Emergency Declaration Requests)

For the following jurisdictions, specify programs and areas (counties, parishes, independent cities; for Indian tribal government, list tribe(s) and/or tribal area(s)). If additional space is needed or your request includes different categories of work for different jurisdictions; please enclose additional documentation.

Public Assistance is requested STATEWIDE in all fourteen (14) counties, subject to validation of eligible damages.

For States, identify Federally-recognized Tribes included in the requested counties (if applicable).

Please see **Enclosure B: Supplemental Information for Public Assistance** for additional information in support of this request\*.

## Indemnification for Debris Removal Activity

I do not anticipate the need for debris removal.

I anticipate the need for debris removal, which poses an immediate threat to lives, public health and safety. Pursuant to Sections 403 and 407 of the Stafford Act, 42 U.S.C. §§ 5170b & 5173, the State or Indian tribal government agrees to indemnify and hold  harmless the United States of America for any claims arising from the removal of debris or wreckage for this disaster. The State or Indian tribal government agrees that debris removal from public and private property will not occur until the landowner signs an unconditional authorization for the removal of debris.

## Request for Direct Federal Assistance

I do not request direct Federal assistance at this time.

I request direct Federal assistance for work and services to save lives and protect property, and:

a. I request the following type(s) of assistance:

Refer to EM 3595-VT, declared 07-10-23.

Assets requested to date include bulk water, USACE support, an Incident Management Assistance Team, Disaster Survivor Assistance Team, and a two USAR Type III Teams with water packages.

b. List of reasons why State and local or Indian tribal government cannot perform, or contract for, required work and services.

c. In accordance with 44 C.F.R. § 206.208, the State or Indian tribal government agrees that it will, with respect to direct Federal assistance: (1) Provide without cost to the United States all lands, easements, and rights-of-ways necessary to accomplish the approved work; (2) Hold and save the United States free from damages due to the requested work, and shall indemnify the Federal Government against any claims arising from such work; (3) Provide reimbursement to FEMA for the non-Federal share of the cost of such work in accordance with the provisions of the FEMA-State or FEMA-Tribe Agreement ; and (4) Assist the performing Federal agency in all support and local jurisdictional matters.

## Request for Snow Assistance

N/A  I request snow assistance.

Snow assistance for the following jurisdictions (Specify counties, independent cities or tribes and/or tribal areas).

Please see **Enclosure D: Historic and Current Snowfall Data** for additional information in support of this request\*.

\*Not Required for Emergency Declaration Request

## 11. Programs and Areas Requested (Continued)

Hazard Mitigation\*  Statewide **OR**

For the following specific counties, parishes, independent cities or tribes and/or tribal areas.

## 12. Mitigation Plan Information\*

a. Mitigation Plan Expiration Date November 16, 2023 b. Type of Plan  Enhanced  Standard

## 13. Other Federal Agency Programs

 I do not anticipate requirements from Other Federal Agencies  I do anticipate requirements from Other Federal AgenciesPlease see **Enclosure C**: Requirements for Other Federal Agency Programs for additional information in support of this request\*.

## 14. Findings and Certifications

 I certify the following:

a. I have determined that this incident is of such severity and magnitude that effective response is beyond the capabilities of the State and the affected local government or Indian tribal government and that supplementary federal assistance is necessary.

b. In response to this incident, I have taken appropriate action under State or tribal law and have directed the execution of the State or Tribal Emergency Plan on 07/09/23 (expires 12/31/23) in accordance with the Stafford Act.

c. The State and local governments, or Indian tribal government will assume all applicable non-Federal share of costs required by the Stafford Act.

## 15. List of Enclosures and Supporting Documentation

 Cover Letter  Enclosure A (Individual Assistance)\*  Enclosure B (Public Assistance)\*  
 Enclosure C (Requirements for Other Federal Agency Programs)  Enclosure D (Historic and Current Snowfall Data)  
 Additional Supporting Documentation \_\_\_\_\_  
Governor's or Tribal Chief Executive's SignatureJuly 13, 2023  
Date

If anyone except the Governor or Tribal Chief Executive signs this document, please provide the documentation that establishes that this individual has the legal authority to act on behalf of the Governor or Tribal Chief Executive.

\*Not Required for Emergency Declaration Request

U.S. Department of Homeland Security  
FEMA Region I  
99 High Street  
Boston, MA 02110-2132



**FEMA**

July 14, 2023

The Honorable Philip B. Scott  
Governor of Vermont  
109 State Street  
Montpelier, Vermont 05609-0101

Dear Governor Scott:

This acknowledges receipt of your July 13, 2023, dated letter to the President requesting a major disaster declaration for the State of Vermont as a result of statewide heavy rainfall and severe flooding starting on July 7, 2023, and continuing as of yesterday July 13, 2023.

If you have any questions or require any additional assistance, please contact Tiffany Boulanger, Recovery Deputy Division Director at [Tiffany.Boulanger@fema.dhs.gov](mailto:Tiffany.Boulanger@fema.dhs.gov) or 202-733-7893.

Sincerely,

Lori A. Ehrlich  
Regional Administrator  
FEMA, Region I

PHILIP B. SCOTT  
GOVERNOR



State of Vermont  
OFFICE OF THE GOVERNOR

**REQUEST FOR ADDITIONAL INCIDENT TYPES FOR MAJOR DISASTER DR-4720**

July 19, 2023

Lori Ehrlich  
Regional Administrator  
FEMA Region I  
99 High Street  
Boston, Massachusetts 02110

Dear Regional Administrator Ehrlich,

I am writing to you as Governor's Authorized Representative for DR-4720 to request that landslides and mudslides be added as additional incident types for major disaster declaration DR4720.

As heavy rains have continued to pound Vermont since July 7, 2023, we have had mudslides and landslides in several counties causing damage to roads and other public and private property. One notable mudslide in Ripton, Vermont destroyed one home completely and left several families isolated. Fortunately, there were no fatalities.

Public Assistance Damage Assessment Teams are out in the field conducting Preliminary Damage Assessment this week. Damage from mudslides and landslides are a component of the devastation they are witnessing. Multiple mudslide locations are being reported, including in Barre (three sites) and Killington. Our Agency of Natural Resources is in the process of updating a list of landslide sites.

Thank you for your consideration and continued partnership.

Sincerely,

Kristin Clouser  
Governor's Authorized Representative, DR4720

Cc: Doug Farnham, Alternate GAR  
Eric Forand, State Coordinating Officer  
Ben Rose, Alternate State Coordinating Officer  
Will Roy, Federal Coordinating Officer, DR4720

**Application for Federal Assistance SF-424**

|  |                           |  |  |  |  |
|--|---------------------------|--|--|--|--|
| 1. Type of Submission:<br><input type="checkbox"/> Preapplication<br><input checked="" type="checkbox"/> Application<br><input type="checkbox"/> Changed/Corrected Applicant |                           | 2. Type of Application:<br><input checked="" type="checkbox"/> New<br><input type="checkbox"/> Continuation<br><input type="checkbox"/> Revision |  | If Revision, select Appropriate letter(s):<br>N/A<br><br>Other (Specify):<br>N/A |  |
| 3. Date Received<br>7/26/2023  |                           | 4. Applicant Identifier<br>000-U6HEW-00  |  |  |  |
| 5a. Federal Entity Identifier<br>000-U6HEW-00  |                           |  | 5b. Federal Award Identifier:<br>PA-I-VT-4720      |  |  |
| <b>State Use Only:</b>   |                           |  |  |  |  |
| 6. Date Received by State: N/A   |                           | 7. State Applicant Identifier:   |  |  |  |
| <b>8. Applicant Information:</b>   |                           |  |  |  |  |
| a. Legal Name: Vermont Department of Public Safety (000-U6HEW-00)  |                           |  |  |  |  |
| b. Employer/Taxpayer Identification Number (EIN/TIN)<br>03-6000264   |                           |  | c. Unique Entity Identifier (UEI):<br>LALMDNWSYKT1 |  |  |
| <b>d. Address:</b>   |                           |  |  |  |  |
| Street1:   | 45 State Drive            | State:   | Vermont  |  |  |
| Street2:   | --                        | Province:  | --   |  |  |
| City:  | Waterbury                 | Country:   | USA  |  |  |
| County/Parish:   | Washington County         | Zip:   | 05671  |  |  |
| <b>e. Organizational Unit:</b>   |                           |  |  |  |  |
| Department Name:<br>Department of Public Safety  |                           |  | Division Name:<br>Vermont Emergency Management     |  |  |
| <b>f. Name and contact information of person to be contacted on matters involving this application:</b>  |                           |  |  |  |  |
| Prefix:  | --                        |  |  |  |  |
| First Name:  | Kim                       |  |  |  |  |
| Middle Name:   | --                        |  |  |  |  |
| Last Name:   | Canarecci                 |  |  |  |  |
| Suffix:  | --                        |  |  |  |  |
| Title:   | Public Assistance Officer |  |  |  |  |
| Organization Affiliation:<br>Vermont Department of Public Safety (000-U6HEW-00)  |                           |  |  |  |  |
| Telephone Number: (802) 585-4209   |                           |  | Fax Number: --                                     |  |  |
| Email: kim.canarecci@vermont.gov   |                           |  |  |  |  |

**Application for Federal Assistance SF-424**

**9. Type of Applicant 1: Select Applicant Type:**

State Government

**Type of Applicant 2: Select Applicant Type:**

N/A

**Type of Applicant 3: Select Applicant Type:**

N/A

**Other (specify)**

N/A

**10. Name of Federal Agency:**

Federal Emergency Management Agency

**11. Catalog of Federal Domestic Assistance Number:**

97.036

**CFDA Title:**

PUBLIC ASSISTANCE

**12. Funding Opportunity Number:**

N/A

**Title:**

N/A

**13. Competition Identification Number:**

N/A

**Title:**

N/A

**14. Areas Affected by Project (Cities, Counties, States, etc.)**

Addison County, Bennington County, Caledonia County, Chittenden County, Essex County, Franklin County, Grand Isle County, Lamoille County, Orange County, Orleans County, Rutland County, Washington County, Windham County, Windsor County

**15. Descriptive Title of Applicant's Project:**

DR-4720 Vermont Severe Storms and Flooding, July 7, 2023 and continuing.

**Application for Federal Assistance SF-424**

16. Congressional Districts of:

- a. Applicant VT-000
- b. Program/Project VT-000

17. Proposed Project:

- a. Start Date: 7/07/2023
- b. End Date: 7/14/2027

**18. Estimated Funding (\$):**

|                    |                 |
|--------------------|-----------------|
| a. Federal:        | \$76,260,000.00 |
| b. Applicant:      | \$0.00          |
| c. State:          | \$9,745,557.00  |
| d. Local:          | \$13,504,443.00 |
| e. Other:          | \$0.00          |
| f. Program Income: | \$0.00          |
| g. TOTAL:          | \$99,510,000.00 |

**19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes       No

If "Yes", provide explanation and attach

**21. By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

 \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Application for Federal Assistance SF-424**

**Authorized Representative:**

Prefix: --  
First Name: Douglas  
Middle Name: R.  
Last Name: Farnham  
Suffix: --

Title: Deputy Secretary, VT Agency of Administration - Alternate GAR

Telephone Number: (802) 585-8119

Fax Number: --

Email: Douglas.Farnham@vermont.gov

Signature of Authorized Representative:

DocuSigned by:  
*Douglas Farnham*  
41948B1C0A36415...

Date Signed:

7/28/2023



**Assurances - Non-Construction Programs SF-424B**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

### Assurances - Non-Construction Programs SF-424B

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system. Will assist the awarding agency in assuring compliance with

Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

DocuSigned by:

Signature of Authorized Certifying Official:

*Douglas Farnsworth*  
41948B1C0A36415...

Deputy Secretary, VT Agency of Administration - Alternate GAR

Applicant Organization:

Vermont Department of Public Safety (000-U6HEW-00)

Date Submitted:

7/28/2023

**Assurances - Construction Programs SF-424D**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and

**Assurances - Construction Programs SF-424D**

290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction subagreements.

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15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990;

(d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

DocuSigned by:

Signature of Authorized Certifying Official:

*Douglas Farnham*  
41948B1C0A36415...

Title: Deputy Secretary, VT Agency of Administration - Alternate GAR

Applicant Organization:

Vermont Department of Public Safety (000-U6HEW-00)

Date Submitted:

7/28/2023

### Certification Regarding Lobbying

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 of Lobbying Activities," 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 section 1352, title 31, U.S. Code. 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.

#### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### Applicant Organization:

Vermont Department of Public Safety (000-U6HEW-00)

#### Printed Name and Title of Authorized Representative:

Prefix: --  
First Name: Douglas  
Middle Name: R.  
Last Name: Farnham  
Suffix: --

#### Title:

Deputy Secretary, VT Agency of Administration - Alternate GAR

#### Signature:

DocuSigned by:  
*Douglas Farnham*  
41948B1C0A36415...

#### Date:

7/28/2023



**FEMA-STATE AGREEMENT  
BETWEEN THE  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
AND  
THE STATE OF VERMONT  
FOR MAJOR DISASTER DECLARATION  
FEMA-4720-DR-VT**

**I. PURPOSE AND BACKGROUND**

The President declared on July 14, 2023, that a major disaster exists in the State of Vermont. This declaration was based on severe storms and flooding (“incident”) beginning on July 7, 2023 and continuing (“incident period”). This is the FEMA-State Agreement (“Agreement”) for this major disaster, designated FEMA-4720-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 Federal Emergency Management Agency (“FEMA”), Department of Homeland Security (“DHS”) and the State of Vermont (“State” or “Recipient”) governs all federal assistance that FEMA provides the State for this Declaration.

**II. GENERAL PROVISIONS**

- A. GRANT AWARD PACKAGE.** Any federal grant (which includes a cooperative agreement for purposes of this Agreement) 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 *Assurances – Construction Programs* (SF-424D), when applicable, submitted by the State for each grant provided under the Declaration and this Agreement.
- B. FEMA RESPONSIBILITIES.** FEMA may provide federal assistance to the State or residents of the State, if applicable, in the form of federal grant assistance, payments to individuals, and/or direct federal services to support the activities and programs authorized under the Stafford Act and the Declaration 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, individual projects, records of environmental consideration, State Mitigation Plan (“SMP”) (if applicable) and 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 state policies. The State will coordinate with local, tribal and Federal governments and agencies, private businesses, and nonprofit organizations to lead and coordinate state recovery planning and assistance to impacted communities.
3. The State agrees to be the “Recipient” for all federal financial assistance provided under the Stafford Act and this Agreement, with the exception of financial assistance for Temporary Housing and financial assistance for Housing Repair and Replacement under the Individuals and Household Program (“IHP”) that is always administered by FEMA or for Direct Temporary Housing, Permanent Housing, and/or Other Needs Assistance (“ONA”) under the IHP when administered by FEMA rather than by the State (*i.e.*, the “FEMA option”), if applicable.
  - a. Recipient has the same meaning as “Grantee” as used in governing statutes, regulations, and FEMA guidance.
  - b. A recipient is also a “non-Federal entity” for grants administration purposes.
4. The State will serve as the “pass-through entity” with respect to the State’s role in providing subawards and administering grant assistance provided to subrecipients. As the pass-through entity, the State agrees to comply with and will require all subrecipients to comply with the requirements of all applicable laws and regulations, including the Stafford Act, Title 44 of the Code of Federal Regulations (C.F.R.) (*Emergency Management and Assistance*), 2 C.F.R. Part 3002 (implementing 2 C.F.R. Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*)), and applicable FEMA policies and guidance.
  - a. The term “subrecipient” has the same meaning as “subgrantee” as used in governing statutes, regulations, and FEMA guidance.
  - b. A subrecipient is also a “non-Federal entity” for grants administration purposes.
  - c. A subrecipient may also serve as a pass-through entity under certain circumstances in the Hazard Mitigation Grant Program (“HMGP”).
5. The State is required to maintain a FEMA-approved SMP in accordance with 44 C.F.R. Part 201 (*Mitigation Planning*) as a condition of receiving non-emergency Stafford Act assistance.
  - a. The State must update its SMP every five years.

- b. The State must have a FEMA-approved mitigation plan to receive the following assistance:
  - i. Public Assistance (“PA”) – Permanent Work Categories C-G; and
  - ii. HMGP.
- c. FEMA will not obligate funds for PA Permanent Work or HMGP projects unless that State has a FEMA-approved SMP.
- d. If the State does not have a FEMA-approved SMP as of the date of the Declaration, the State must 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.
- e. If the State’s FEMA-approved SMP lapses after the Declaration, the State must submit its approvable SMP within 30 days of the lapse for FEMA review and approval. FEMA will cease obligating funds for PA Permanent Work or HMGP projects during any lapse period between expiration of the current SMP and approval of an updated SMP.

**D. CERTIFICATION AND WAIVERS**

- 1. **Attachment 1** to this Agreement lists 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.
- 2. **Attachment 2** to this Agreement is the State’s Certification Regarding Lobbying. This certification complies with the lobbying prohibitions in the DHS Standard Terms and Conditions and with the FEMA regulations 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, cooperative agreements, loans, or other financial assistance under the Stafford Act for the Declaration.

**E. FEDERAL ASSISTANCE**

- 1. The State has requested federal assistance and submitted a 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 into this Agreement.



2. Federal assistance, except for assistance under the HMGP, is limited to activities necessary to alleviate damage, loss, hardship, or suffering resulting from the incident that took place during the incident period, except that reasonable expenses that were incurred in anticipation of and immediately preceding the incident may be eligible.
3. Federal assistance under the Stafford Act and this Agreement is limited to those areas and programs designated by the President or FEMA in the Federal Register Notices for this Declaration, which are listed in **Attachment 3** to this Agreement and are incorporated by reference into this Agreement.
4. All scopes of work and costs approved as a result of this Agreement, whether as estimates or final costs approved through subawards, project worksheets, or otherwise, will incorporate by reference the terms of this Agreement and must comply with applicable laws, regulations, policy, and guidance in accordance with this Agreement.
5. Pursuant to Executive Order 13858 “*Strengthening Buy-American Preferences for Infrastructure Projects*,” FEMA encourages recipients to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States, in Public Assistance and HMGP eligible public infrastructure repair and construction projects affecting surface transportation, ports, water resources including sewer and drinking water, and power. Such preference must be consistent with the law, including cost and contracting requirements at 2 C.F.R. Part 200.

**F. CONTROLLING AUTHORITIES.** This Agreement is subject to the following governing authorities:

1. The Stafford Act, its implementing regulations contained in Title 44 of the C.F.R., and FEMA policy and guidance.
2. *The Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* set forth at 2 C.F.R. Parts 200 and 3002.
3. The Fiscal Year 2023 DHS Standard Terms and Conditions, ver. 2 (dated Nov. 29, 2022), available at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, are incorporated by reference into this Agreement.

### **III. TYPES OF FEDERAL ASSISTANCE**

The President may authorize any of the following federal assistance programs and **Attachment 3** to this Agreement sets forth the specific federal assistance programs authorized for this Declaration.

A. **PUBLIC ASSISTANCE (PA)**. The following terms apply when the PA Program is authorized and FEMA makes a PA grant award to the State:

1. **Cost Share**. FEMA funding for PA project costs (which do not include management costs) will be limited to 75 percent of total eligible costs after appropriate reductions (such as for insurance), except as may be provided for in any subsequent cost share amendments to the Declaration, which will be incorporated into this agreement by amendment. The State agrees to make available the non-federal share of PA project costs.
2. **Management Costs**. FEMA funding for PA management costs will be 100 percent of the total eligible management costs, which will be limited to not more than 12 percent of the total award amount. Of this amount, the State may use up to 7 percent and a subrecipient may use up to 5 percent of the subrecipient's total award amount. The "total award amount" means the actual eligible PA project costs, including both the federal and non-federal share, and after appropriate reductions (such as for insurance) and excluding management costs. There is no non-federal share of PA management costs.
3. **Direct Federal Assistance**. 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 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. **Debris Removal**. 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 the Declaration. 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. Additional Terms and Conditions. Additional terms and conditions regarding implementation of the PA Program, including PA grant performance goals, may be included in an attached **Public Assistance Programmatic Addendum.**

**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:

1. General. FEMA may award grant funds to the State for the IA programs authorized under the Declaration and requested by the State and, for Direct Temporary Housing and Permanent Housing Construction, may provide direct assistance.
2. Other Needs Assistance. When the Declaration authorizes the IHP and FEMA provides ONA to individuals and households, the State agrees to make available its 25 percent share of any ONA that is provided under Section 408(e) of the Stafford Act (codified as amended at 42 U.S.C. § 5174(e)).
  - a. FEMA Option. When FEMA administers ONA under the FEMA Option, FEMA will bill the State monthly for the cost share. The State agrees to pay the amount billed within 30 days of receipt.
  - b. Joint Option. If the State administers ONA under the Joint Option, a cooperative agreement will be executed as an IA Program Addendum to this Agreement and FEMA will pay to the State 75 percent of the total ONA payments to individuals and households and actual administrative costs in accordance with Section 408 of the Stafford Act (codified as amended at 42 U.S.C. § 5174) and 44 C.F.R. § 206.120. Administrative costs will equal up to 5 percent of the ONA grant.
  - c. State Option. If the State administers Do under the State Option, a grant agreement will be executed as an IA Program Addendum to this Agreement and FEMA will pay to the State 75 percent of the total ONA payments to individuals and households and administrative costs allowed under Section 408 of the Stafford Act (codified as amended at 42 U.S.C. § 5174) and 44 C.F.R. § 206.120. Administrative costs will equal up to 5 percent of the actual eligible ONA payments made to individual and households, including both the federal and non-federal share.
3. Additional Terms and Conditions. Additional terms and conditions regarding implementation of the IHP and other applicable IA Programs including IA grant performance goals and administrative plans may be included in an attached **IA Programmatic Addendum.**

- C. **HAZARD MITIGATION GRANT PROGRAM (HMGP).** When the Declaration authorizes the HMGP and FEMA makes a HMGP award to the State, the following provisions apply:
1. **Total Funding.** Total federal contributions are based on the estimated aggregate amount of grants to be made under the Stafford Act for this major disaster (less any associated administrative costs), and will be 15 percent for the first \$2,000,000,000 or less of such amounts; 10 percent of the portion of such amounts over \$2,000,000,000 and not more than \$10,000,000,000; and 7.5 percent of the portion of such amounts over \$10,000,000,000 and not more than \$35,333,000,000.
  2. **Cost Share.** FEMA funding for total HMGP costs, excluding management costs, will be limited to no more than 75 percent of total eligible costs after appropriate deductions. The State agrees to make available the 25 percent non-federal share of HMGP and, at its request, may provide a greater non-federal share of an activity cost.
  3. **Management Costs**
    - a. FEMA funding for HMGP management costs will be 100 percent of the total eligible management costs, which will be limited to 15 percent of the total award amount. The State may use up to 10 percent of the total award amount and subrecipients may use up to 5 percent of the subrecipient's total award amount. There is no non-federal share of HMGP management costs
    - b. The "total award amount" means the actual eligible HMGP activity costs, including both the federal and the non-federal share, and after appropriate reductions (such as for insurance) and excluding management costs. For the State, this is the total of the federal contribution and the required nonfederal contribution under the HMGP grant award. For a subrecipient, this is the federal contribution and nonfederal contribution that the State has identified as contributing to meet the nonfederal share of the HMGP grant award. In the case where the non-federal share for the entire HMGP grant award exceeds the required 25 percent, those excess non-federal contributions are not included in the total award amount and are not included in the calculation of management costs.
  4. **Program Administration by States.** If the State requests and FEMA approves the State's request for inclusion in the Program Administration by States ("PAS") Pilot Program, FEMA and the State will execute an Operating Agreement that will be included in the attached **HMGP Programmatic Addendum.**

5. Additional Terms and Conditions. Additional terms and conditions regarding implementation of HMGP, including performance goals, may be included in the attached **HMGP Programmatic Addendum**.

#### IV. FUNDING

##### A. PAYMENT PROCESS

1. Payment System. FEMA will pay the State using the U.S. Department of Health and Human Services Payment Management System (HHS/Smartlink).
2. Payments. Payments are governed by the Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 C.F.R. Part 205 (*Rules and Procedures for Efficient Federal-State Funds Transfers*) and Treasury Financial Management Manual, Volume 1, Part 4A-2000.
3. IA Overpayments. When FEMA identifies an overpayment under an IA grant award, subject to the exhaustion of appeals, FEMA will deobligate the funds from the State's HHS/Smartlink account. If there are insufficient funds in the account, the State will have 30 days to reimburse the HHS/Smartlink account. 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. PA and HMGP Overpayments. FEMA will use a "single obligation" system to process payments through a subaccount for each subaward under PA and HMGP. When FEMA identifies an overpayment as a potential debt, the State will have 60 days to appeal that initial determination. Upon exhaustion of appeal rights, the State will have 30 days to resolve the amount owed before the debt is referred to the FFC for collection. The State may resolve the amount owed by paying FEMA directly. It may also deposit the amount owed directly into the applicable subaccount in HHS/Smartlink and notify FEMA when it has reimbursed that subaccount, after which FEMA will deobligate that amount in the subaccount. Alternatively, the State may request administrative offset of the amount owed against identifiable, allowable, allocable, and reasonable costs under the same subaward which have not yet been reimbursed by FEMA.
5. No Property Interest. 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.

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.
2. If FEMA decides to make an award of federal assistance, such assistance will be made available within the limits of funds available from Congressional appropriations for such purposes.
3. FEMA may, in its sole discretion, if necessary because of limited funds, give first priority to assistance for individuals and households, emergency work for protection of public health and safety, and administrative costs for managing the disaster programs. FEMA will provide other financial assistance when, and if, funds become available and will generally provide them in the order the claims are received.

**V. REPORTING**

**A. FEDERAL FINANCIAL REPORTS**

1. Initial and Quarterly Financial Reports
  - a. The State must submit complete and accurate Federal Financial Reports (SF-425) to the FEMA Regional Office 30 days after the end of the first federal quarter following the federal award date for each program (PA, HMGP, and the various IA programs). 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 State. Subsequent reporting requirements will not be waived. The State must submit quarterly financial status reports thereafter until closeout of the federal grant award for each program funded. Reports are due on January 30, April 30, July 30, and October 30.
  - b. The State must indicate in the remarks section on the quarterly financial report each time it has submitted a final expenditure report for a project or subaward as detailed in paragraph V.B below. The information must include the name of the subrecipient, the project number, and the date on which the State submitted the project closeout report. If it is the last project for a subrecipient, then the State must also note that the quarterly report reflects the last expenditures of that subrecipient.

2. Final Federal Financial Report. The State must submit a complete and accurate final Federal Financial Report (SF-425), no later than 120 days after each program's federal grant award performance period expiration date.

**B. FINAL EXPENDITURE REPORT FOR PROJECT COMPLETION**

1. PA Large Project Final Expenditure Report

- a. The State must submit a payment of claim to FEMA for each PA large project as required by FEMA regulations and guidance, including 44 C.F.R. § 206.205.
- b. The State must submit the final payment of claim for a PA large project within 180 days from the earlier of the date the non-Federal entity completes the project or the project completion deadline.

2. PA Small Project Final Expenditure Report

- a. The State must provide a small project certification for itself and each subrecipient as required by FEMA regulations and guidance, including 44 C.F.R. § 206.205.
- b. The State must submit the certification within 180 days from the earlier of the date that the non-Federal entity completes its last small project or the latest project completion deadline of a small project.

3. PA Management Cost Project Final Expenditure Report

- a. The State must submit a payment of claim to FEMA for each subrecipient's PA management cost project within 180 days after the earlier to occur of the following:
  - i. 180 days after work is completed on the subrecipient's last non-management cost PA project for the Declaration;
  - ii. 180 days after the latest project completion deadline of a subrecipient's non-management cost PA project for the Declaration; or
  - iii. Eight years from the date of the Declaration.
- b. The State must submit a payment of claim to FEMA for the State's PA management cost project within 180 days after the earlier to occur of the following:
  - i. 180 days after work is completed on the last non-management cost PA project for the Declaration;

- ii. 180 days after the latest project completion deadline of a non-management cost PA project for the Declaration; or
- iii. Eight years from the date of the Declaration.

4. HMGP Project Final Expenditure Report

- a. The State must submit a payment of claim to FEMA for each HMGP project as required by FEMA regulations and guidance, including 44 C.F.R. § 206.438(d).
- b. The State must submit the final payment of claim within 180 days from the earlier of the date the non-Federal entity completes the project or the project completion deadline.

5. HMGP Management Cost Project Final Expenditure Report

- a. The State must submit a payment of claim to FEMA for each subrecipient's HMGP management cost project within 180 days after the earlier to occur of the following:
  - i. 180 days after work is completed on the subrecipient's last non-management cost HMGP project for the Declaration;
  - ii. 180 days after the latest project completion deadline of a subrecipient's non-management cost HMGP project for the Declaration; or
  - iii. Eight years from the date of the Declaration.
- b. The State must submit a payment of claim to FEMA for the State's HMGP management cost project within 180 days after the earlier to occur of the following:
  - i. 180 days after work is completed on the last non-management cost HMGP project for the Declaration;
  - ii. 180 days after the latest performance period of a non-management cost HMGP project for the Declaration; or
  - iii. Eight years from the date of the Declaration.

6. IA Final Expenditure Report. If the State issues a subaward under the Disaster Case Management Program, Crisis Counseling Program, ONA, Direct Temporary Housing, or Permanent Housing Construction grant award, then it must submit a payment of claim to FEMA for that subaward within 180 days from the earlier of the date the non-Federal entity completes the project or the project completion deadline.



7. Governmental Subrecipients

- a. FEMA will confirm the reports described in paragraphs V.B. 1, 2, 3, 4, 5, 6 as the final expenditure report only if the State has submitted all outstanding information and certifications required by applicable regulations and FEMA policy and guidance and the report is complete and accurate.
- b. The confirmed, complete, and accurate project closeout report is the “final expenditure report for project completion as certified by the grantee” for the purposes of applying Section 705(a) of the Stafford Act (codified as amended at 42 U.S.C. § 5205(a)).

C. PERFORMANCE REPORTS

1. Initial and Quarterly Reports. The State must 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 will not be waived. The State must 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. Report Content. The State must 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.
3. Project Cost Overruns. The State must submit project cost overruns requiring additional obligations to FEMA for review and approval. Where review and approval are not sought before incurring the costs of an overrun, there is no assurance that FEMA will reimburse such costs. In compliance with 44 C.F.R. § 206.438, the State must submit project cost overruns requiring additional HMGP obligations to FEMA for review and approval before incurring costs.
4. Final Performance Report. The State must submit a final performance/progress report 120 days from each program’s grant award performance period expiration date that addresses all approved activities and the performance goals outlined in the federal award.

**D. ENFORCEMENT.** FEMA may suspend drawdowns, impose other special conditions, or take other authorized action pursuant to 2 C.F.R. § 200.339 (*Remedies for Noncompliance*) if the State does not submit accurate and timely reports. This may include, among things, the administrative closeout of a grant and/or any projects under a grant when the State is not responsive to reasonable efforts FEMA makes to collect required reports needed to complete closeout. Administrative closeout is a unilateral mechanism by FEMA to move forward with project or grant closeout using available grant information in lieu of final reports. This can require FEMA to make cash or cost adjustments and ineligible cost determinations, which may result in identifying a debt owed to FEMA.

**E. RECORDS RETENTION**

1. State Requirement. The State must retain records for 3 years, except in certain rare circumstances described in 2 C.F.R. § 200.334 (*Retention requirements for records*), from the date it submits the final Federal Financial Report (SF- 425) to FEMA in compliance with 2 C.F.R. § 200.334, notwithstanding the time period prescribed for subrecipients in subsection V.E.2, Subrecipient Requirement, below. If FEMA administratively closes the grant where no final SF-425 was submitted, FEMA uses the date the grant was administratively closed as the start date for the 3-year record retention period.
2. Subrecipient Requirement. The State must require subrecipients to retain project or subaward records for at least 3 years from the date that the State submits to FEMA the final expenditure report for a project or subaward as described above in paragraph V.B. If, however, there is any litigation, claim, negotiation, audit, request for information, or other action involving the project or subaward that starts before that date, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the 3-year period, whichever is later.

**VI. RECOVERY OF FUNDS**

**A. GENERAL.** FEMA may disallow costs and recover funds based on the results of audit or review during or after performance of the award to ensure compliance with the terms of the Agreement and award document. FEMA is required to recover funds when the Recipient or subrecipient has ineligible underruns (for example, actual costs for a PA large project are less than the amount FEMA awarded based on initial estimates); knowingly or negligently withholds or misrepresents material information; fails to complete work and comply with the terms of this Agreement or the approved award; expends federal funds in error; or incurs costs that are unreasonable or otherwise disallowed. If after exhaustion of appeal rights, FEMA determines a debt is owed, the State has 30 days to resolve the amount owed before the debt is referred to the FEMA Finance Center for collection. The State may do so by directly paying FEMA. The State may also

deposit the amount owed directly into the applicable subaccount in HHS/Smartlink and notify FEMA when it has reimbursed that subaccount, after which FEMA will deobligate that amount in the subaccount. Alternatively, the State may request to substitute unallowable costs for other costs that are allowable (e.g., necessary, allocable, and reasonable under the same award and have not yet been reimbursed by FEMA).

**B. DUPLICATION OF BENEFITS**

1. General. The State must 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, irrespective of whether they are actually received.
2. Insurance. Within his/her authorities, the Governor must 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 must 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 (codified as amended at 42 U.S.C. § 5155).

**D. STATE RESPONSIBILITIES**. The State is responsible for recovering federal assistance expended in error, misrepresentation, fraud, or for costs otherwise disallowed or unused.

1. The State must adjust its expenditures as it recovers funding and will report these adjustments quarterly on the Federal Financial Report, SF-425.
2. The State must designate on its quarterly progress reports the applicants/subrecipients from which they have not processed recoveries but from which recoveries are due FEMA.

3. The State must notify FEMA of any potential debt as a result of federal funds expended in error, misrepresentation, fraud, or for costs otherwise disallowed or unused.
4. The State must report all cases of suspected fraud to the DHS Office of Inspector General. The State must cooperate with any investigation conducted by the DHS Office of Inspector General.
5. The State must cooperate with FEMA regarding any and all lawsuits that may result from the State or FEMA's attempt to recover funds or disallow costs.

**E. STATUTE OF LIMITATIONS**

1. General. The 3-year statute of limitations limiting FEMA's ability to initiate an administrative action to recover funds paid as provided for in Section 705(a) of the Stafford Act (codified as amended at 42 U.S.C. § 5205(a)) begins with:
  - a. PA and HMGP. The State's submission of final expenditure report described in paragraph V.B.1, 2, 3, 4, and 5.
  - b. IA Subawards. The State's submission of the final expenditure report described in paragraph V.B.6.
  - c. IA Grant Awards. The State's submission of the Final Federal Financial Report described in paragraph V.A for any portion of work under an IA grant completed by the State directly and not through a subaward.
2. Initiation of an Administrative Action to Recover Payment. The initiation of an administrative action to recover payment includes FEMA's written notice to the State or a subrecipient of a questioned or disallowed cost or improper payment (including a request for information concerning such cost or payment) and written notice to the State or a subrecipient of a FEMA or 3<sup>rd</sup> party review or audit.

- F. REFUNDS, REBATES AND CREDITS**. The State must 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 must 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**

The State must ensure that all applicable federal, state, and local permits and approvals are obtained and all permit conditions are addressed before the start of any construction activity, 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 grant award, within the time period prescribed in FEMA regulations, program guidance, and 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 as detailed in federal regulations and FEMA guidance and policies. 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 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 **Data Sharing Addendum**, which includes an Information Sharing Access Agreement, establishes the terms and conditions for the sharing of FEMA Disaster Assistance Survivor/Registrant Data with State Governments under this Declaration. Should the State request any data from FEMA, a Data Sharing Addendum will be prepared and made a part of the FEMA-State Agreement through an amendment.

#### **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 if the State or subrecipient fails to comply with applicable Federal statutes, regulations, or the terms of this Agreement pursuant to 2 C.F.R. § 200.339 (*Remedies for Noncompliance*).

#### **XI. ATTACHMENTS, PROGRAMMATIC ADDENDUMS AND AMENDMENTS**

- A. ATTACHMENTS.** Attached and made part of this Agreement are the following Attachments which contain terms and conditions applicable to all assistance provided under this Agreement:

**Attachment 1:** List of State Certification Officers

**Attachment 2:** Certification Regarding Lobbying

**Attachment 3:** List of Designated Programs and Areas

**B. PROGRAMMATIC ADDENDUMS.** Attached and also made part of this Agreement are the following Programmatic Addendums, which unless indicated otherwise in **Attachment 1** may be signed or agreed to on behalf of the State by the Governor’s Authorized Representative (GAR) listed in **Attachment 1**, and are included on a case-by-case basis depending on the assistance designated and whether additional terms and conditions for implementation of specific assistance programs are needed:

Hazard Mitigation Grant Program Programmatic Addendum:

- *Subpart A: HMGP Performance Measures*
- *Subpart B: Program Administration by States (PAS) Pilot Operational Agreement*

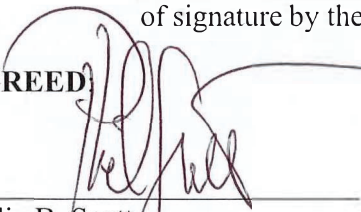
**XII. AMENDMENTS.** This Agreement may be amended at any time by written approval of both parties. Executed amendments will be numbered and appended to this agreement in the order that they are executed. Electronic copies of executed amendments will be transmitted to the FEMA Declarations Section.

**XIII. SIGNATURES AND EFFECTIVE DATE**

**A. COUNTERPART SIGNATURES.** This Agreement may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will 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 will 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**




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Philip B. Scott  
Governor  
State of Vermont

7/16/23

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Date

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Lori Ehrlich  
Regional Administrator  
FEMA Region I

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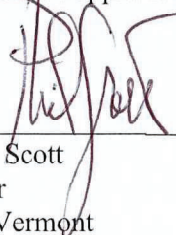
Date

**ATTACHMENT 1  
LIST OF STATE CERTIFICATION OFFICERS**

1. The Governor hereby certifies that Kristin Clouser is the Governor's Authorized Representative (GAR) empowered to execute on behalf of the State all necessary documents for federal assistance, including approval of subawards and certification of claims for Public Assistance. Douglas R. Farnham is the Alternate GAR and is similarly empowered.
2. The GAR, named above, is responsible for State performance of hazard mitigation activities under this Agreement and, further, Stephanie Smith is designated the State Hazard Mitigation Officer for the purposes of such hazard mitigation activities.
3. The Governor hereby certifies that Eric Forand and Ben Rose are the State Coordinating Officer (SCO) and Alternate SCO, respectively, who will act in cooperation with the Federal Coordinating Officer under this Declaration.
4. The Governor hereby certifies that Kristin Clouser is the representative of the State authorized to receive donations or loans of surplus property on behalf of the State and to execute certification, agreements, and other necessary documents with regard thereto.
5. The Governor hereby certifies that Ben Rose is the State official authorized to execute compliance reports, carry out compliance reviews, and distribute informational material as required by FEMA to ensure that all recipients of federal assistance are in full compliance with FEMA nondiscrimination regulations (44 C.F.R. Part 7, *Nondiscrimination in Federally-Assisted Programs* and 44 C.F.R. § 206.11, *Nondiscrimination in disaster assistance*).
6. The Governor hereby certifies that Ben Rose is the State official who will execute compliance reports, carry out compliance reviews, and distribute informational material as required by FEMA to ensure that all recipients of federal assistance are in compliance with the General Services Administration List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
7. The GAR or Alternate GAR will submit a signed memo to the FEMA Regional Office stating any change in State officials.
8. The Governor hereby certifies that Eric Forand and Ben Rose are the State Authorized Representatives empowered to execute on behalf of the State all necessary documents for the Hazard Mitigation Grant Program. This appointment in no way diminishes the GAR and Alternate GAR's authority to also execute documents on behalf of the State of Vermont in relation to the Hazard Mitigation Grant Program.

Restrictions on approval authority of the above-named officials: None.

Agreed:

  
 \_\_\_\_\_  
 Philip B. Scott  
 Governor  
 State of Vermont

Date

\_\_\_\_\_  
 7/16/23

**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.

Kristin Clouser  
Digitally signed by Kristin Clouser  
Date: 2023.07.16 09:07:44 -04'00'  
 \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

Kristin Clouser  
Governor's Authorized Representative



### **ATTACHMENT 3**

#### **LIST OF DESIGNATED AREAS AND PROGRAMS**

Individuals in the counties of Chittenden, Lamoille, Rutland, Washington, Windham, and Windsor are eligible to apply for Individual Assistance.

Eligible applicants statewide are eligible to apply for emergency protective measures (Category B), including direct federal assistance, under the Public Assistance program.

Eligible applicants statewide are eligible to apply for assistance under the Hazard Mitigation Grant Program.

## **HAZARD MITIGATION PROGRAMMATIC ADDENDUM**

### **SUBPART A: HAZARD MITIGATION GRANT PROGRAM 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 resilient.

#### **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, SF-425 are submitted on time.

## SUBPART B: HAZARD MITIGATION GRANT PROGRAM ADMINISTRATION BY STATES PILOT OPERATIONAL AGREEMENT

### I. PURPOSE

The purpose of this Operational Agreement is to implement the HMGP Program Administration by States Pilot under major disaster declaration FEMA-4720-DR-VT pursuant to Section 404(c) of the Stafford Act (codified as amended at 42 U.S.C. § 5170c(c)).

### II. BACKGROUND

- A. Section 404 of the Stafford Act authorizes FEMA to provide financial assistance for state, tribal, and local governments and certain private non-profit organizations to implement cost-effective hazard mitigation measures following a major disaster. FEMA administratively carries out this authority under the HMGP. One of the requirements for a local government to receive HMGP funding is that it must have a FEMA-approved local mitigation plan meeting the requirements of 44 C.F.R. Part 201.
- B. Section 404(c) of the Stafford Act provides that a state desiring to administer the HMGP may submit to FEMA an application for a delegation of authority to administer the HMGP under a major disaster declaration. The minimum requirements to request such a delegation are that the state must have a current approved state mitigation plan, demonstrated the ability to manage the program, and demonstrated a commitment to mitigation activities.
- C. Although FEMA has not yet issued regulations to implement the authority under Section 404(c), it is currently carrying out this authority under a Pilot Program and issued the *Addendum to the Hazard Mitigation Assistance Guidance – Program Administration by States Pilot, Hazard Mitigation Grant Program* (Oct. 2017) (“*Pilot Program Guidance*”). The *Pilot Program Guidance* provides that a state can request to manage all or only some of the elements of the HMGP.
- D. The State has requested a delegation of authority to review and approve local mitigation plans under the Program Administration by States Pilot Program for major disaster declaration FEMA-4720-DR-VT. As required by the *Pilot Program Guidance*, FEMA and the State previously conducted a joint review period to ensure that there is a common understanding of the process and procedures related to local mitigation plan reviews and FEMA has determined that the State meets the requirements for receiving delegated authority to review local mitigation plans not already submitted to FEMA for review.

### III. DELEGATED ACTIVITIES

The State will review local mitigation plans pursuant to the roles, responsibilities, and other terms and conditions in this Operational Agreement.

**IV. FEMA AUTHORITY**

FEMA retains the authority to review all local mitigation plans and to approve/ disapprove all plans and, consistent with this authority, will send out all final approval letters for local mitigation plans in accordance with the *Local Mitigation Planning Policy Guide* (r effective Apr. 19, 2023).

**V. ROLES AND RESPONSIBILITIES**

**A.** The State will:

1. Incorporate this Operational Agreement and delegated functions into a management plan.
2. Review local mitigation plans submitted by local governments after the execution of this Operational Agreement and not already submitted to FEMA and determine whether those plans meet the requirements of 44 C.F.R. Part 201 and FEMA guidance.
3. Complete a local mitigation plan review within 45 days of receipt from the local government whenever possible.
4. Provide technical assistance, as required, to local governments on the preparation of local mitigation plans and any corrections needed that are identified during plan review.
5. Monitor and evaluate progress of plan revisions.
6. If all elements are addressed except plan adoption, provide an approvable pending adoption determination to local governments requesting review.
7. Notify FEMA when the State has determined that a local mitigation plan meets the requirements of 44 C.F.R. Part 201 and FEMA guidance and provide a copy of the local mitigation plan and a copy of the completed Local Mitigation Plan Review Tool.
8. Perform the review and approval of all local mitigation plans only through the key personnel detailed in paragraph VI.
9. Submit a monthly report to FEMA as described in paragraph VII.
10. Provide information requested by FEMA as part of FEMA's monitoring and evaluation of the State's performance under this Operational Agreement as detailed in paragraph VIII.
11. Prepare and submit a corrective plan upon notice of deficiencies and resolve all deficiencies upon FEMA's acceptance of the corrective action plan as detailed in paragraph IX.

**B. FEMA will:**

1. Review and approve the State’s management plan.
2. Send the formal approval letters for local mitigation plans to the State and the respective local governments in accordance with the *Local Mitigation Planning Policy Guide* (released Apr. 19, 2022, effective Apr. 19, 2023).
3. Monitor and evaluate the performance of the State under this Operational Agreement and conduct at least one monitoring visit or desk review per calendar year.
4. Notify the State of program deficiencies, review corrective action plans submitted by the State, and require the State to submit additional periodic written verification that it is taking the corrective measures detailed in the plan.
5. Provide training and technical guidance to the State concerning local mitigation plan reviews upon request.
6. Notify the State of any program changes for mitigation planning.

**VI. KEY PERSONNEL**

The State must perform the review and approval of all local mitigation plans through the State Hazard Mitigation Officer, State Hazard Mitigation Planner, State Coordinating Officer (“SCO”), Alternate SCO, and State All Hazards Planner.

**VII. STATE PROGRESS REPORTS**

The State must furnish FEMA with monthly report to FEMA that describes the status of plan reviews, technical assistance activities provided to local governments, and training scheduled for local governments. The State must also describe progress made under this Operational Agreement as part of the regular progress reports for the HMGP.

**VIII. MONITORING**

- A. Monitoring. FEMA will generally review 10% of all plans approved by the State and may also conduct additional random sampling. If fewer than ten plans are submitted during a calendar year, FEMA will review at least one plan annually.
- B. Monitoring Visits and Desk Reviews. FEMA will conduct at least one monitoring visit or desk review per year and may conduct additional visits or desk reviews as necessary. The State will provide any documents requested by FEMA as part of its monitoring activities. FEMA will provide the State with a 48-hour notice of any on-site review. FEMA will also, if necessary, prepare a report that explains and documents findings of its monitoring visit and/or desk review, including any deficiencies.

## IX. PROGRAM DEFICIENCIES

- A. Corrective Actions. FEMA may find that the State has deficiencies in carrying out its responsibilities under this Operational Agreement through monitoring visits, desk reviews, or other means. If FEMA finds deficiencies, it may require the State to take corrective action and to submit a written corrective action plan to address those deficiencies. The State must complete any corrective action within 30 days of FEMA's acceptance of the corrective action plan, unless otherwise agreed to by FEMA.
- B. Additional Written Verifications. FEMA may require the State to submit additional periodic written verification that measures have been taken to implement any corrective action. If the State fails to demonstrate its compliance with the approved corrective action plan within the agreed upon time constraints, FEMA may terminate this Operational Agreement and/or exercise any other rights and remedies available to it.

## X. DURATION, TERMINATION, AND SUSPENSION

- A. Duration. This Operational Agreement will expire upon the end of the period of performance for the HMGP for major disaster FEMA-4720-DR-VT.
- B. Termination for Convenience. The State may terminate this Operational Agreement before the date in paragraph X.A by giving a 30-day written notice to FEMA.
- C. Termination for Cause. FEMA may terminate this Operational Agreement for cause if the State materially fails to comply with the terms of this Operational Agreement or with any of the applicable regulations or HMGP guidance. Before terminating the Operational Agreement, FEMA will attempt to use the process described in paragraph IX to attempt to resolve the problem.
- D. Suspension. FEMA may temporarily suspend this Operational Agreement, in part or in whole, if the State materially fails to comply with the terms of this Operational Agreement, or with any of the rules, regulations, or provisions for HMGP or federal assistance. As this is a pilot program, FEMA reserves the right to suspend parts of this Operational Agreement if it is determined that an action performed by the State is not permitted under the terms of this Operational Agreement and the applicable law and *Hazard Mitigation Assistance Guidance*. This will not invalidate the rest of the Operational Agreement.

## XI. OTHER PROVISIONS

- A. This Operational Agreement may be amended upon the mutual written consent of the Parties.
- B. Nothing in this Operational Agreement is intended to conflict with current law or regulations or the directives of FEMA or Recipient. If a term of this Operational

Agreement is inconsistent with any such authority, then that term will be invalid, but the remaining terms and conditions of this Operational Agreement will remain in full force and effect.

- C.** The State must comply with the FEMA-State Agreement, *Pilot Program Guidance*, and all applicable laws, regulations, and FEMA policies when carrying out this Operational Agreement, unless this Operational Agreement specifies a deviation from a specific requirement.
- D.** The records retention requirements for this Operational Agreement are the same as that set forth in the FEMA-State Agreement, paragraph V.E.
- E.** Nothing in this Operational Agreement limits FEMA's authorities under the Stafford Act and its implementing regulations.