



# COMMONWEALTH OF VIRGINIA

## Department of Emergency Management

9711 Farrar Court, Suite 200, North Chesterfield, Virginia 23236  
TEL 804.267.7600 TDD 804.674.2417 FAX 804.272.2046

**SHAWN G. TALMADGE**  
State Coordinator of  
Emergency Management

March 19, 2024

Mr. Samuel Sanders, Jr.  
City Manager  
City of Charlottesville  
605 E. Main Street  
Charlottesville, VA 22902-5337

RE: City of Charlottesville – Rock Creek Watershed Management Plan  
EMP-2022-BR-006-0008

Dear Mr. Sanders:

I am pleased to notify you that the Federal Emergency Management Agency (FEMA) has approved the project titled "City of Charlottesville – Rock Creek Watershed Management Plan." The funds have been obligated through the Building Resilient Infrastructure and Communities grant program. Attached you will find the grant award package. Please read all documents carefully prior to initiating your project. As funded, the federal share is 75% of the total project costs, and management costs will be funded with 100% federal funds.

Your project cannot begin until the authorized agent has signed the grant award package. No reimbursements will be made until the award package is signed and received by the Virginia Department of Emergency Management. Please sign the attached grant agreement and scan and email it to Trina Addison, Hazard Mitigation Grant Administrator. Congratulations on the approval of this project. If you have questions regarding this award or the implementation of your project, please contact Trina Addison at (804) 267-7734 or by e-mail at [Trina.Addison@vdem.virginia.gov](mailto:Trina.Addison@vdem.virginia.gov).

Sincerely,

A handwritten signature in blue ink that reads "Cheryl Adkins".

Cheryl J. Adkins  
CFO, Deputy State Coordinator

Enclosures

CJA/KV/ta



# COMMONWEALTH OF VIRGINIA

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**SHAWN G. TALMADGE**  
State Coordinator of  
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### **Building Resilient Infrastructure and Communities (BRIC) Grant Program** Grant Agreement **EMP-2022-BR-006-0008**

This Agreement is made as of this 17<sup>th</sup> day of February 2024, by and between the Virginia Department of Emergency Management, hereinafter called "VDEM," and the City of Charlottesville herein after called the "Sub-grantee." The UEI-EFT number for the City of Charlottesville is **C6VFXLAFKEY1**.

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

(1) **GENERAL PROVISIONS:**

This Agreement is a sub-grant award of federal funds from VDEM to the sub-grantee. VDEM has received a grant from the Department of Homeland Security, Federal Emergency Management Agency's Building Resilient Infrastructure and Communities Grant Program, Catalog of Federal Domestic Assistance Number 97.047. The sub-grantee shall implement the project as set forth in the grant Agreement documents. These documents consist of:

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

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

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

(2) SCOPE OF SERVICES:

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

Reporting Period

January 1 – March 31

April 1 – June 30

July 1 – September 30

October 1 – December 31

Report Due to VDEM

no later than April 15

no later than July 15

no later than October 15

no later than January 15

(3) TIME OF PERFORMANCE:

The services of the sub-grantee shall begin on the date of sub-grantee's signature of this document and terminate on **02-16-2027**, unless otherwise altered through provisions of this Agreement or extended by written authorization of VDEM. Requests for a time of performance extension must be received in writing by VDEM within 75 days of termination date with reasons for the requested time of performance extension and a revised Milestone Table – Attachment C. All time limits stated are of essence of this Agreement. All funds must be obligated no later than the project completion date. The final request for reimbursement must be received no later than 60 days after the completion date for the project.

(4) COMPENSATION:

The total project award from VDEM is **\$303,660** provided through the Building Resilient Infrastructure and Communities Grant Program. FEMA shall provide funds for the project identified in the Scope of Work (Attachment A) totaling **\$216,900**. FEMA shall also provide sub-recipient management cost funds in the amount of **\$14,460**. The sub-grantee agrees to provide a match in the amount of **\$72,300**. The sub-grantee is aware of and shall comply with cost-sharing requirements of federal and state mitigation grant assistance; specifically, that federal assistance is limited to 75 percent of the eligible expenditures, and the sub-grantee shall provide from the sub-grantee's funds 25 percent of the eligible costs. The non-federal funds must be from a non-federal funding source and can be completely fulfilled by in-kind services as long as financial records document them as such.

VDEM shall release the grant award to the sub-grantee on a cost-reimbursement basis upon receipt and approval of the sub-grantee's quarterly and final reports and deliverables as required by this Agreement or at other times agreed to by VDEM. Any cost overruns incurred by the sub-grantee during the time of performance shall be the responsibility of the sub-grantee. The sub-grantee shall

spend the funds according to the specified categories of the contract budget. The sub-grantee shall use mitigation grant funds solely for the purposes for which these funds are provided and as approved by FEMA and VDEM. General policies for determining allowable costs are established in 2 Code of Federal Regulations (CFR), Part 200, subpart E (included in Attachment D) and the appropriate OMB circulars that identify cost principles for different kinds of organizations. Minor shifts of the funds among categories by the sub-grantee, not to exceed 10 percent of any budget line item are permissible, but in no case can the total expenditures exceed the amount provided by this contract. Shifts in funds exceeding 10 percent among budget line items must be approved in writing by VDEM.

(5) ASSISTANCE:

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

(6) ACKNOWLEDGEMENTS:

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

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

*This report was funded by the Federal Emergency Management Agency through the Virginia Department of Emergency Management, via Grant Agreement Number EMP-2022-BR-006-0008 for \$303,660.*

(7) CREATION OF INTELLECTUAL PROPERTY:

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

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

(8) STRUCTURAL MITIGATION REQUIREMENTS:

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

(9) BREACH AND TERMINATION:

In the event of breach by the sub-grantee of this Agreement, VDEM shall provide written notice to the sub-grantee specifying the manner in which the Agreement has been breached. If a notice of breach is given and the sub-grantee has not substantially corrected the breach within 60 days of receipt of the written notice, VDEM shall have the right to terminate the Agreement. The sub-grantee shall be paid for no service rendered or expense incurred after receipt of the notice of termination, except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of its work under the Agreement. Termination of this Agreement can occur as an effect of one of two results: First, as a result of the proper completion and closeout of this project. Second, termination may occur as a result of *Termination for Convenience* or other termination as allowed or required by 2 CFR 200.339 for projects which cannot be completed as described in the FEMA-approved grant project application and the Scope of Services – Attachment, herein. Communication of this decision and information related to the project termination will be provided to the sub-grantee in coordination with FEMA through registered mail.

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

**Sub-grantee:**

**Grantor:**

**City of Charlottesville**

**Virginia Department of Emergency Management**

By:

By:



\_\_\_\_\_

\_\_\_\_\_

Date:

Date:

3/19/2024

\_\_\_\_\_  
Authorized Sub-grantee Signatory

\_\_\_\_\_  
Cheryl Adkins - CFO, Deputy State Coordinator

**Project Sponsor: City of Charlottesville**

**Project Title: City of Charlottesville – Rock Creek Watershed Management Plan**

**Project Description from BRIC application:**

The City will develop a Watershed Management Plan (WMP) to investigate options, identify solutions, and optimize benefits regionally. Potential techniques to be evaluated for the watershed management plan include, but are not limited to, the following:

- Programmatic solutions for flood resiliency including:
  - Stream monitoring
  - Floodplain ordinance recommendations
  - Strategy for participating in the community rating system (CRS) program
- Infrastructure improvements to reduce flooding and increase flood resilience:
  - Floodplain storage / Reconnected floodplains
  - Existing stormwater management facility retrofits
  - New stormwater management facilities on public and undeveloped land
  - Site-scale stormwater management for local drainage issues
  - Property buyouts
  - Improved conveyance of the local drainage system, primarily culverts
  - Reduced or disconnected impervious cover
  - Increased tree canopy
- Infrastructure improvements that improve conveyance and reduce nutrient removal efficiency in existing systems will be offset with nature-based solutions such as:
  - Stream stabilization and restoration
  - Green infrastructure integration into traffic calming devices
  - Public land retrofits

In addition to building flood resilience across the watershed, the above suite of solutions will improve ecological function of the City's waterways, create and connect habitat corridors, and improve public health and safety. The WMP will be developed in seven distinct phases, as described below.

**1. Data Development**

Existing FEMA and City of Charlottesville stormwater models (1D/2D SWMM, HEC-RAS) will be modified to expand coverage areas and refine input data. The updated models will allow the City to assess flood risk across the watershed using regulatory design storms and climate-influenced events represented with Chesapeake Bay Watershed IDF Curve data developed by MARISA. The models will also consider potential increases to impervious cover by incorporating the City's recently developed future land use maps.

Other data to be reviewed and integrated into the management plan include the City's floodplain ordinance and the Thomas Jefferson Planning District Commission (TJPDC)'s Natural Hazard Mitigation Plan.

2. Pilot Project Field Investigations

Site surveys will be conducted to verify site conditions and eligibility for potential improvements. This may include topographic survey, boundary survey, photographs, geotechnical investigation, environmental impact assessments, and field work reports, as necessary.

3. Conceptual Design and Modeling

Desktop GIS investigations, field investigations, and the City's Streets that Work plan will be used to identify locations and techniques across the watershed to address known drainage and erosion issues, ranging from site-scale to watershed-scale.

4. 2D Model Verification

The proposed improvements included in the conceptual design will be added to the City's 2D SWMM model (draft available in Summer 2023) to verify the cumulative effects across the Rock Creek watershed. Based on the results of the 2D model, an iterative approach between 1D and 2D modeling may be necessary.

5. Permitting / Cost / Phasing Recommendations

Any improvements proposed in public right of way will require coordination with City staff and a preliminary review of permitting requirements. Conceptual designs will be shared with Public Works and Neighborhood Development Services to address feasibility issues not identified during field investigations and conceptual design.

6. Public Engagement / Stakeholder Identification

Community meetings will be scheduled to communicate the conceptual watershed management plan with a focus on how the plan is integrated with goals from the City's comprehensive plan and applicable small neighborhood plans. Depending on the locations of the proposed improvements, stakeholders may include the City of Charlottesville Parks Department, the University of Virginia, neighborhood associations, and private property owners.

7. Final Report and Model

Models will be revised based on feedback from public and stakeholder engagement, resulting in a final model, final reports, and preliminary construction documents.

Developing a watershed management plan prior to constructing improvements in the watershed is the most cost-effective approach to building flood resiliency in the City's systems and operations. This approach avoids band-aid solutions that will not provide prolonged or comprehensive flood mitigation and resilience. It allows the City to assess the cumulative effect of watershed-scale and site-scale solutions and integrates watershed management with neighborhood and transportation planning. The result of this work will prepare the City for the next phase of FEMA funding for design and build.

**Attachment B**  
 EMP-2022-BR-006-0008  
 Project Budget

**Project Awarded Budget – Funding Source BRIC:**

Federal Project Funds (75%)	\$ 216,900
Local Project Funds (25%)	\$ 72,300
Sub-recipient Management Costs	\$ 14,460
<b>Total Project Funds</b>	<b>\$ 303,660</b>

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

Cost Type	Quantity	Unit Cost Average	Total
Data Review & Development	1	\$16,000	\$16,000
Pilot Project Field Investigations	1	\$48,200	\$48,200
Conceptual Design and Modeling	1	\$110,000	\$110,000
2D Model Verification	1	\$18,000	\$18,000
Program Recommendations	1	\$21,000	\$21,000
Phasing and Cost Estimates	1	\$12,000	\$12,000
Public Engagement	1	\$28,000	\$28,000
Final Report and Model	1	\$36,000	\$36,000
<b>Total Project Costs</b>			<b>\$289,200</b>

Cost Type	Quantity	Unit Cost Average	Total
Sub-Recipient Management Costs	1	\$14,460	\$14,460

**Attachment C**  
 EMP-2022-BR-006-0008  
 Project Milestone Table

<b>Project Milestone</b>	<b>Estimated Time to Complete</b>
Project Implementation with VDEM	90 days
Data Development	90 days
Pilot Project Field Investigations	180 days
Conceptual Design and Modeling	210 days
2D Modeling Verification	90 days
Program Development	90 days
Permitting/Cost/Phasing Recommendations	30 days
Public Engagement/Stakeholder Identification	90 days
Final Report and Model	120 days
Closeout with VDEM	90 days
<b>TOTAL Days</b>	<b>1095 days</b>

## **Attachment D**

### Administrative Requirements and Guidance

#### **Federal Administration and Guidance Documents:**

1. 2 CFR Part 200 Cost Principles for State, Local, Indian Tribal Governments
2. CATEX documentation (where required)
3. Structural Mitigation Project Requirements (where required)
4. Current Hazard Mitigation Assistance (HMA) Guidelines
5. FEMA Award Package

#### **Federal Emergency Management Agency (FEMA) Contact:**

Alexis Malehorn  
FEMA Region III  
One Independence Mall, 6<sup>th</sup> Floor  
615 Chestnut Street  
Philadelphia, PA 19106-4404  
Mobile: (202) 919-1628  
[alexis.malehorn@fema.dhs.gov](mailto:alexis.malehorn@fema.dhs.gov)

**Hazard Mitigation Assistance**  
**Non-Supplanting Certification**

I certify that any funds awarded under the Building Resilient Infrastructure and Communities (BRIC) grant program will be used to supplement existing funds for program activities and will not replace (supplant) non-federal funds.

**Designated Agent**

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Name

---

Signature

---

Title

---

Agency

# Award Letter

U.S. Department of Homeland Security  
Washington, D.C. 20472

Effective date: 02/16/2024



Debbie Messmer  
EMERGENCY MGMT DEPARTMENT OF  
9711 FARRAR COURT STE 200  
NORTH CHESTERFIELD, VA 23236

EMP-2022-BR-006

Dear Debbie Messmer,

\$850,041.75 in Federal Funding.

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year 2022 Building Resilient Infrastructure and Communities funding opportunity has been approved in the amount of \$850,041.75 in Federal Funding.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Award Summary
- Agreement Articles
- Obligating Document
- FY 2022 BRIC Notice of Funding Opportunity (NOFO)

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read 'Maryann Tierney', is written over a light gray rectangular background. Below the signature, the words 'Regional Administrator' are printed in a small, black, sans-serif font.

Maryann Tierney  
Regional Administrator

# Award Summary

**Program:** Fiscal Year 2022 Building Resilient Infrastructure and Communities

**Recipient:** EMERGENCY MGMT DEPARTMENT OF

**UEI-EFT:** F2G3FMDN23M4-

**DUNS number:** 809740020

**Award number:** EMP-2022-BR-006

## Summary description of award

The purpose of the Building Resilient Infrastructure and Communities (BRIC) grant program is to provide grants to States and Indian Tribal government or territory that, in turn, provide Subawards to local governments for cost-effective mitigation activities. Funds will be used to implement a sustained pre-disaster natural hazard mitigation program to reduce overall risk to the population and structures, while also reducing reliance on funding from actual disaster declarations.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2022 Building Resilient Infrastructure and Communities funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

## Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$73,626.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$1,011,260.00

Object Class	Total
Indirect charges	\$0.00
Federal	\$850,041.75
Non-federal	\$234,844.25
Total	\$1,084,886.00

## Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, as appropriate, per 2 C.F.R. § 200.308 and the FY 2022 BRIC NOFO.

The terms of the approved application materials submitted by the recipient for the following subawards and activities are incorporated into the terms of this Federal award, subject to the additional descriptions and limitations stated in this award package, and subject to the limitations stated in subsequent approvals by FEMA of changes to the prime award, subawards, or activities. Post-award documents uploaded into the FEMA GO system for this award are also incorporated into the terms and conditions of this Federal award, subject to any limitations stated in subsequent approvals by FEMA of changes to the prime award, subawards, or activities. Subawards or activities not listed in this award package are not approved for funding under this award.

### Approved request details:

**FEMA's Subgrant ID:** EMP-2022-BR-006-0005

**Subrecipient:** THE VIRGINIA DEPARTMENT OF ENERGY

## Cost estimate

**Item : Other (Explain)**

**Lead Geologist Fringe Benefits**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
3	Each	\$43,400.00	\$130,200.00	No	Fringe benefits

CHANGE FROM APPLICATION

**Name of cost item** from **Geologist Fringe Benefits** to **Lead Geologist Fringe Benefits**

**Quantity** from **1** to **3**

**Unit price** from **\$184,808.00** to **\$43,400.00**

JUSTIFICATION

Updated to match budget breakdown

**Item : Other (Explain)**

**Geologist Fringe (Match)**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$54,608.00	\$54,608.00	No	Fringe benefits

CHANGE FROM APPLICATION

**Item created**

JUSTIFICATION

Updated to match budget breakdown

**Item : Other (Explain)**

**Geologist Technician Fringe Benefits**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
3	Each	\$20,250.00	\$60,750.00	No	Fringe benefits

CHANGE FROM APPLICATION

**Quantity** from 1 to 3

**Unit price** from \$60,750.00 to \$20,250.00

JUSTIFICATION

Updated to match budget breakdown

**Item : Other (Explain)**

**Geologist Technician**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
3	Each	\$45,000.00	\$135,000.00	No	Personnel

CHANGE FROM APPLICATION

**Quantity** from 1 to 3

**Unit price** from \$135,000.00 to \$45,000.00

JUSTIFICATION

Updated to match budget breakdown

**Item : Other (Explain)**

**Lead Geologist Wage**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$187,280.00	\$187,280.00	No	Personnel

CHANGE FROM APPLICATION

**Name of cost item** from **Geologist Wage** to **Lead Geologist Wage**  
**Unit price** from **\$269,619.00** to **\$187,280.00**

JUSTIFICATION

Updated to match budget breakdown

**Item : Other (Explain)**

**Lead Geologist (Match)**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$82,339.00	\$82,339.00	No	Personnel

CHANGE FROM APPLICATION

**Item created**

JUSTIFICATION

Updated to match budget breakdown

**Management cost**

<b>Item : Salaries</b>					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$32,423.00	\$32,423.00	No	Personnel

**FEMA's Subgrant ID:** EMP-2022-BR-006-0008

**Subrecipient:** CITY OF CHARLOTTESVILLE

**Management cost**

<b>Item : Salaries</b>					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$14,460.00	\$14,460.00	No	Personnel

**Cost estimate**

<b>Item : Other (Explain)</b>					
<b>Phasing and Cost Estimates</b>					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$12,000.00	\$12,000.00	No	Other

**Item : Other (Explain)**

**Program Recomendations**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$21,000.00	\$21,000.00	No	Other

**Item : Other (Explain)**

**Final Report and Model**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$36,000.00	\$36,000.00	No	Other

**Item : Other (Explain)**

**DATA REVIEW AND DEVELOPMENT**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$16,000.00	\$16,000.00	No	Other

**Item : Other (Explain)**

**Conceptual Design and Modeling**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$110,000.00	\$110,000.00	No	Other

**Item : Other (Explain)**

**Public Engagement**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$28,000.00	\$28,000.00	No	Other

**Item : Other (Explain)**

**2D Model Verification**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$18,000.00	\$18,000.00	No	Other

**Item : Other (Explain)**

**Pilot Project Field Investigations**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$48,200.00	\$48,200.00	No	Other

**FEMA's Subgrant ID:** EMP-2022-BR-006-0022

**Subrecipient:** EMERGENCY MGMT DEPARTMENT OF

**Cost estimate**

**Item : Other (Explain)**

**Grants Management System Enhancements & Management**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$350,000.00	\$350,000.00	No	Contractual

CHANGE FROM APPLICATION

**Item marked deferred**

JUSTIFICATION

Deferred until additional projects are awarded.

**Item : Other (Explain)**

**Grant Staff - Salary and Benefits**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$73,626.00	\$73,626.00	No	Personnel

CHANGE FROM APPLICATION

**Item created**

JUSTIFICATION

This is a portion of the salary and benefits that were originally requested with the application as FEMA awards projects.

**Item : Other (Explain)**

**Contract Support Application and Grants Management**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$3,000,000.00	\$3,000,000.00	No	Contractual

CHANGE FROM APPLICATION

**Item marked deferred**

JUSTIFICATION

Deferred until additional projects are awarded.

**Item : Other (Explain)**

**Salary-Benefits for Grants Manager 4yrs**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
4	Each	\$50,000.00	\$200,000.00	No	Personnel

CHANGE FROM APPLICATION

**Item** marked **deferred**

JUSTIFICATION

Deferred until additional projects are awarded.

**Item : Other (Explain)**

**Salary-Benefits for Deputy SHMO 4yrs**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
4	Each	\$40,000.00	\$160,000.00	No	Personnel

CHANGE FROM APPLICATION

**Item** marked **deferred**

JUSTIFICATION

Deferred until additional projects are awarded.

**Item : Other (Explain)**

**Salary-Benefits for 5 Grants Administrators 4yrs**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
4	Each	\$170,000.00	\$680,000.00	No	Personnel

CHANGE FROM APPLICATION

**Item** marked **deferred**

JUSTIFICATION

Deferred until additional projects are awarded.

**Item : Other (Explain)**

**Salary-Benefits for Grants Program Support 4yrs**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
4	Each	\$80,000.00	\$320,000.00	No	Personnel

CHANGE FROM APPLICATION

**Item** marked **deferred**

JUSTIFICATION

Deferred until additional projects are awarded.

**Item : Other (Explain)**

**Salary-Benefits for Grants Division Director 4yrs**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
4	Each	\$45,000.00	\$180,000.00	No	Personnel

CHANGE FROM APPLICATION

**Item** marked **deferred**

JUSTIFICATION

Deferred until additional projects are awarded.

**Item : Other (Explain)**

**Salary-Benefits for State Hazard Mit Planner 4yrs**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
4	Each	\$90,000.00	\$360,000.00	No	Personnel

CHANGE FROM APPLICATION

**Item** marked **deferred**

JUSTIFICATION

Deferred until additional projects are awarded.

**Item : Other (Explain)**

**Office Supplies and Equipment**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$50,000.00	\$50,000.00	No	Equipment

CHANGE FROM APPLICATION

**Item** marked **deferred**

JUSTIFICATION

Deferred until additional projects are awarded.

**Item : Other (Explain)**

**Agency Costs - Direct Costs**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$25,000.00	\$25,000.00	No	Other

CHANGE FROM APPLICATION

**Item** created

JUSTIFICATION

This is a portion of the agency costs that were originally requested with the application as FEMA awards projects.

**Item : Other (Explain)**

**Agency Costs (5 years)**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
4	Each	\$500,000.00	\$2,000,000.00	No	Other

CHANGE FROM APPLICATION

**Item** marked **deferred**

JUSTIFICATION

Deferred until additional projects are awarded.

**Item : Other (Explain)**

**Loss Avoidance Studies**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$300,000.00	\$300,000.00	No	Contractual

CHANGE FROM APPLICATION

**Item** marked **deferred**

JUSTIFICATION

Deferred until additional projects are awarded.

**Item : Other (Explain)**

**Travel and Training**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$100,000.00	\$100,000.00	No	Travel

CHANGE FROM APPLICATION

**Item** marked **deferred**

JUSTIFICATION

Deferred until additional projects are awarded.

# Agreement Articles

**Program:** Fiscal Year 2022 Building Resilient Infrastructure and Communities

**Recipient:** EMERGENCY MGMT DEPARTMENT OF

**UEI-EFT:** F2G3FMDN23M4-

**DUNS number:** 809740020

**Award number:** EMP-2022-BR-006

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**Article 1****Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

**Article 2****General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

**Article 3****Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

**Article 4****Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**Article 5****Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

**Article 6****Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

**Article 7****Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

**Article 8****Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

**Article 9****Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

**Article 10 Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

**Article 11 Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

**Article 12 Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

**Article 13 Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

**Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

<b>Article 15</b>	<b>E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety</b> Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
<b>Article 16</b>	<b>Energy Policy and Conservation Act</b> Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
<b>Article 17</b>	<b>False Claims Act and Program Fraud Civil Remedies</b> Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
<b>Article 18</b>	<b>Federal Debt Status</b> All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
<b>Article 19</b>	<b>Federal Leadership on Reducing Text Messaging while Driving</b> Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
<b>Article 20</b>	<b>Fly America Act of 1974</b> Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**Article 21****Hotel and Motel Fire Safety Act of 1990**

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

**Article 22****John S. McCain National Defense Authorization Act of Fiscal Year 2019**

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons

**Article 23****Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

**Article 24****Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

**Article 25****National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans

<b>Article 26</b>	<b>Nondiscrimination in Matters Pertaining to Faith-Based Organizations</b> It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.
<b>Article 27</b>	<b>Non-Supplanting Requirement</b> Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
<b>Article 28</b>	<b>Notice of Funding Opportunity Requirements</b> All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
<b>Article 29</b>	<b>Patents and Intellectual Property Rights</b> Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
<b>Article 30</b>	<b>Procurement of Recovered Materials</b> States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
<b>Article 31</b>	<b>Rehabilitation Act of 1973</b> Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**Article 32      Reporting of Matters Related to Recipient Integrity and Performance**  
General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

**Article 33      Reporting Subawards and Executive Compensation**  
Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

**Article 34 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the “Build America, Buy America” provisions. Recipients should

refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

**Article 35 SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**Article 36 Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

**Article 37 Trafficking Victims Protection Act of 2000 (TVPA)**

Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

**Article 38 Universal Identifier and System of Award Management**

Requirements for System for Award Management and Unique Entity Identifier  
Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

**Article 39 USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

**Article 40 Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**Article 41 Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

**Article 42****Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at:

<https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

**Article 43****Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

**Article 44****Acceptance of Post Award Changes**

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov) if you have any questions.

**Article 45****Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

**Article 46****Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**Article 47****Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

## Obligating document

<b>1. Agreement No.</b> EMP-2022-BR-006	<b>2. Amendment No.</b> N/A	<b>3. Recipient No.</b> 546002286	<b>4. Type of Action</b> AWARD	<b>5. Control No.</b> PX00004N2024T,  PX00001N2024T
<b>6. Recipient Name and Address</b> EMERGENCY MGMT DEPARTMENT OF 9711 FARRAR CT NORTH CHESTERFIELD, VA 23236		<b>7. Issuing FEMA Office and Address</b> FEMA Region III One Independence Mall, 6th Floor 615 Chestnut Street Philadelphia, Pennsylvania 19106-4404 215-931-5500		<b>8. Payment Office and Address</b> FEMA Finance Center P.O. Box 9001 Winchester, VA 22604 (540) 504-1900
<b>9. Name of Recipient Project Officer</b> Debbie Messmer	<b>9a. Phone No.</b> 8042677732	<b>10. Name of FEMA Project Officer</b> Building Resilient Infrastructure and Communities Program		<b>10a. Phone No.</b> 770-220-5200
<b>11. Effective Date of This Action</b>  02/16/2024	<b>12. Method of Payment</b>  OTHER - FEMA GO	<b>13. Assistance Arrangement</b>  COST SHARING		<b>14. Performance Period</b> 02/17/2024 to 02/16/2027 <b>Budget Period</b> 02/17/2024 to 02/16/2027

**15. Description of Action a. (Indicate funding data for awards or financial changes)**

<b>Program Name Abbreviation</b>	<b>Assistance Listings No.</b>	<b>Accounting Data(ACCS Code)</b>	<b>Prior Total Award</b>	<b>Amount Awarded This Action + or (-)</b>	<b>Current Total Award</b>	<b>Cumulative Non-Federal Commitment</b>
BRIC	97.047	2024-6M-GN22BR-R032-xxxx-4101-D	\$0.00	\$98,626.00	\$98,626.00	See Totals
BRIC	97.047	2024-6N-IJ22BR-R032-xxxx-4101-D	\$0.00	\$751,415.75	\$751,415.75	See Totals
Totals			\$0.00	\$850,041.75	\$850,041.75	\$234,844.25

**b. To describe changes other than funding data or financial changes, attach schedule and check here:**  
N/A

~~**16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)**~~  
This is not applicable for digitally signed grant agreements.

<b>17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)</b>	<b>DATE</b>
<b>18. FEMA SIGNATORY OFFICIAL (Name and Title)</b>	<b>DATE</b>
Maryann Tierney, Regional Administrator	02/16/2024