



Acknowledgment of Programmatic Requirements

Major Disaster: FEMA-4720-DR-VT

Hazard Mitigation Grant Program Project Number:

Project #: 4720-4R

Project Name: Winooski River Hazard Mitigation Scoping Study

Recipient: Vermont Emergency Management

Subrecipient: Town of Richmond

Project Description / Scope of Work:

The Town of Richmond requests Hazard Mitigation Grant Program (HMGP) funding for advanced assistance for a scoping study of the Winooski River. The scoping study would evaluate flood-related issues. The subapplicant will use advance assistance to develop mitigation strategies and obtain data to prioritize, select and develop future HMGP applications.

Deliverables:

1. Project narrative/Background
2. Hydraulic Analysis
3. Conceptual Designs
4. Alternatives
5. Archeological and Historic Preservation review
6. Benefit Cost Analysis

Federal Funding: The Federal Award is \$93,750.00, which is 75% of the total approved project cost of \$125,000.00.

Non-Federal Funding: As a condition of the Federal Award, the Recipient is required to contribute a Non-Federal match of \$31,250.00 which is 25% of the total approved project cost.

Approved Non-Federal Match:

Source: Town of Richmond ARPA Funds

Type: Cash

Description: The Town of Richmond will meet the local match fund requirements through its Town of Richmond ARPA Funds.

The Recipient is responsible for the Non-Federal share and any actual costs that exceed the total approved project cost. The Recipient will follow all Non-Federal matching requirements set forth in applicable law, regulations, and FEMA guidance and in compliance with [2 C.F.R. § 200.306](#). The Non-Federal match must be available at the time FEMA approves the Federal Award. The Recipient will ensure the Non-Federal cost share, cash and/or third-party in-kind contributions meet all the following criteria:

- Are verifiable from the Non-Federal entity's records;
- Are not included as contributions for any other Federal Award;
- Are necessary and reasonable for accomplishment of project or program objectives;
- Are allowable under Subpart E - Cost Principles;

- Are not paid by the Federal Government under another Federal Award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- Are provided for in the approved budget when required by the Federal Awarding agency.

Overview. The following sections of this document set forth the various terms and conditions for the referenced project above under the Hazard Mitigation Grant Program (“HMGP”) with which both the Recipient and Subrecipient must comply. Failure to comply with these terms and conditions could jeopardize the federal funding provided and result in the total or partial termination of the federal award and disallowance of some or all costs.

I. General Terms and Conditions

The Recipient and Subrecipient must comply with the terms and conditions set forth in the FEMA-State Agreement and the 2023 Department of Homeland Security Standard Terms and Conditions.

II. Environmental and Historic Preservation Terms and Conditions

- A. The Recipient and Subrecipient must comply with terms and conditions set forth in the Record of Environmental Consideration (“REC”) for the project, see attached.

III. Administrative Requirements

- A. The Recipient will notify the Subrecipient in writing of all the Subaward information as required per [2CFR 200.332](#).
- B. The Recipient and Subrecipient must comply with the requirements of [2 C.F.R. pt. 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#). This includes, among other things, the requirement to comply with the procurement standards at [2 C.F.R. § 200.317-327](#).

IV. Programmatic Requirements

Advance Assistance applications are required to produce HMGP applications or products used in HMGP applications within the same disaster declaration the Advance Assistance award was made. In this case, the applications or related supporting documentation must be provided by the application deadline of DR4720, which is currently **October 12, 2024**.

The non-Federal entities must comply with:

- [44 C.F.R. § 201.6](#) - Local Mitigation Plans.
- The Recipient and Subrecipient must comply with [44 CFR Part 206 Subpart N](#), Hazard Mitigation Grant Program.

- The Recipient and Subrecipient must comply with the Implementation section in the [2023 Hazard Mitigation Assistance Guidance](#).
- The Recipient and Subrecipient must comply with the Implementation section in the [Hazard Mitigation Assistance Guidance Addendum](#).
- [FEMA HMA Monitoring Field Guide](#)
- HMA project specific Closeout Checklists

- A. The Federal assistance for this Subaward is specifically conditioned upon the completion of the approved scope of work for Winooski River Hazard Mitigation Scoping Study
- B. **Post-Award Federal Requirements.** FEMA must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended, and associated programs are implemented in full accordance with the U.S. Constitution, Federal Law, and public policy requirements.

The Non-Federal entity is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the Non-Federal entity at [2 CFR parts 25 and 170](#). See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310.

1. **Approved Estimated Time for Completion.** The approved estimated time for the completion of this project is of **twenty-four (24)** months from date of award.
2. **Subaward Period of Performance.** The Recipient is responsible for setting the subaward Period of Performance Start and End Date to reflect the estimated time of completion proposed in the application, not to exceed the Prime Award period of performance established by FEMA. Any costs incurred outside the period of performance are not allowable. The Subaward period of performance is the time during which the Subrecipient may incur new obligations to carry out the work authorized under the Federal award. The Subaward period of performance end date establishes the point at which the Recipient and all subrecipients may no longer incur any costs under the Federal award, may no longer receive new equipment or services, must complete all work, must start final reconciliation of costs and must start preparation of final reports to be submitted as required to close the Federal award. The closeout period is not part of the sub-award period of performance, costs incurred during the closeout period are not allowed and will not be reimbursed.

A Non-Federal entity, as explained in §75.309, may charge to a Federal Award only allowable costs incurred during the period of performance (except as described in 2 CFR § 200.458) and any costs incurred before FEMA made the Federal Award or the pass-through entity makes a Subaward that were authorized by FEMA or the pass-through entity.

- **Eligible Costs.** Allowable costs are those costs that are necessary and reasonable for the proper and efficient performance and administration of the Federal award.
- C. **Program Income.** FEMA encourages Non-Federal entities to generate program income to help defray program costs. Program income is gross income received by the Non-Federal entity directly generated by an award-supported activity or earned only as a result of the award during the award POP. Program

income may be derived from use or rental of real or personal property acquired with award funds, and sale of commodities or items fabricated under the award. Subrecipients must deduct this income from total project costs as specified in 2 CFR Sections [200.80](#) and [200.307](#).

1. Audit Procedures

- i. Confirm tracking of program income through reporting procedures and monitoring of reimbursement requests.
- ii. Verification that any program income has been deducted from total project costs as specified in [2 CFR 200.307](#).

D. **Procurement and Suspension and Debarment.** Grantees should follow the Uniform Guidance procurement requirements found in Title 2 Part 2 of the Code of Federal Regulations, [§200.318](#) through § 200.327 (2 CFR Part 200 Uniform Guidance) unless the State procurement requirements are more restrictive. The HMGP Program follows 2 CFR Section 200.338 standard regarding Procurement, Suspension and Debarment.

1. A non-Federal entity must use one of the following five methods of procurement described at 2 CFR Section 200.320: (1) procurement by micro-purchases, (2) procurement by small purchase procedures, (3) procurement by sealed bids, (4) procurement by competitive proposals, or (5) procurement by noncompetitive proposals. FEMA may reimburse costs incurred under a contract procured through a non-competitive proposal, also referred to as sole source contract, only when one or more of the following circumstances apply:
 - The aggregate dollar amount of the acquisition of property or services does not exceed the micro-purchase threshold.
 - The item is only available from a single source.
 - The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (this exception to competitive procurement is only for work specifically related to the circumstance and only while the circumstances exist). Applicants or subapplicants need to immediately begin the process of competitively procuring similar goods and services and transition to a competitively procured contract as soon as the circumstances cease to exist.
 - FEMA or the pass-through entity expressly authorizes a non-competitive proposal in response to a written request from the subapplicant.
 - After solicitation of several sources, competition is determined inadequate.

2. Audit Procedures

- i. The Recipient must provide the Subrecipient with information on CFR 2 Procurement, Suspension, and Debarment standards. All other non-Federal entities, including subrecipients of a state, must have and follow written procurement procedures that reflect the procurement standards in part 200. This section does not require the non-Federal entity to maintain a contract administration system; it's a matter of an entity's judgment as to how the non-Federal entity is going to maintain oversight of contracts and contractors (See [2 CFR 200.318](#)).
- ii. The Recipient must monitor the Subrecipient contracting throughout the entire Grants Management life cycle [2 CFR 200.329](#).

- E. **Intended Purpose.** Federal award dollars must be used for their intended purpose. Recipients of a Federal award have been awarded funds to carry out the goals and objectives identified in the award. These funds are subject to certain regulations, oversight, and audit. Recipients are stewards of Federal funds, must account for costs and justify expenditures. When a Non-Federal entity receives Federal award dollars they are entrusted with the appropriate expenditure. The following actions are violations to Federal awards and are subject to criminal prosecution, fines, restitution, and civil penalties:
- Charging personal expenses as business expenses against the award.
 - Charging for costs which have not been incurred or are not attributable to the award.
 - Charging for inflated labor costs or hours, or categories of labor which have not been incurred (for example, fictitious employees, contractors, or consultants).
 - Falsifying information in grant applications or contract proposals.
 - Billing more than one Federal award or contract for the same work.
 - Falsifying test results or other data.
 - Substituting approved materials with unauthorized products.
 - Misrepresenting a project's status to continue receiving government funds.
 - Charging higher rates than those stated or negotiated for in the bid or contract
 - Influencing government employees to award a grant or contract to a particular company, family member, or friend.
- F. **Subrecipient Monitoring.** The Non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. Upon award and following execution of a Grant Agreement, the Recipient must monitor the Subrecipient to ensure the approved scope of work is implemented in accordance with the approved estimated time of completion of the approved activities and assure compliance with applicable Federal requirements and performance expectations are being achieved.
1. **Audit Procedures**
 - i. The Recipient must monitor the Subrecipient throughout the entire Grants Management life cycle, through site visits, desk monitoring via customer service interactions (Contact Log), monthly Progress Reports, and final site visits.
 - ii. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. See Requirements for Pass-through entities [2 CFR § 200.332](#)
 - iii. On a quarterly basis, the Recipient must document and show evidence that each individual subaward is being monitored. Reports are distributed by Recipient to FEMA Portfolio and Grants Financial managing unit to collect written confirmation of the review of each subaward
 2. **Monitoring Steps**
 - Meet with subrecipient regularly to review subrecipient progress
 - Ensure invoices/financial reports are timely, compliant with the terms of the subaward agreement, accurate, and contain the appropriate certification
 - Obtain Recipient written confirmation/signature approving all payments (Note: Designee refers to the individual whom the Recipient has delegated for subrecipient invoice approval responsibility and who has first-hand knowledge of the Recipient's award(s) and programmatic progress of the subrecipient.)

- For any questionable expense(s), request additional backup from the subrecipient specific to the charge(s) prior to payment
- As issues arise report them to FEMA through the Recipient
- Request additional supporting detail for all financial invoices and expenses in accordance with the subaward terms and conditions
- Document and retain communications regarding project performance
- Report any significant issues to FEMA through the Recipient immediately. The Recipient and or FEMA may recommend further action, such as:
 - Withholding payments
 - Corrective Action Plan
 - Performing an audit or site visit
 - Terminating the subaward

G. **Quarterly Performance Reporting.** Progress reports. The Non-Federal entity shall submit a Quarterly Progress Report to FEMA indicating the status and completion date for each measure funded. At a minimum, the Recipient will ensure the Non-Federal performance reports meet the requirements of [Form FEMA Form FF-206-F FEMA Form FF-206-F HMGP Quarterly Progress Reports - OMB 1660-0076](#). Any problems or circumstances affecting completion dates, scope of work, or project costs which are expected to result in noncompliance with the approved grant conditions shall be described in the report.

H. **Quarterly Financial Reporting.** the Non-Federal entity Federal must relate financial data and accomplishments to performance goals and objectives of the Federal award. Cost information must be provided to demonstrate cost effective practices (e.g., through unit cost data). Recipient will work with FEMA Portfolio Owner and Grants Financial managing unit.

I. **Amendments.** The most common kinds of amendments are changes to the budget, change of scope requests, and extension requests.

1. **Budget Amendments.** Before making any change to the FEMA-approved budget for this project, the Recipient must request prior written approval from FEMA where required by [2 C.F.R. § 200.308](#). If the total HMGP grant award for this declaration has an approved budget greater than the simplified acquisition threshold (currently \$250,000), the Recipient may not transfer funds for non-construction projects 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 for the entire HMGP grant award that FEMA last approved.
 - i. The Recipient must report any deviations from the FEMA approved budget in the first Federal Financial Report ([SF-425](#)) submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval. In addition, the Recipient will inform FEMA, as early as possible, when it estimates that it will not utilize the entire amount of the Federal award and have excess funds at the end of the period of performance.
 - ii. The approval of any changes to the budget are entirely committed to FEMA's discretion.
2. **Scope of Work Amendment.** Any deviation from the approved scope of work is considered a modification and will require FEMA's review and approval. The Recipient may request a change in the scope of work after FEMA approves the Federal award so long as the new scope does not change

the nature or total project cost of the activity, properties identified in any sub-application, the feasibility and effectiveness of the project, or the benefit cost ratio. Any requests for a change in the scope of work must be supported by adequate justification, to include a description of the proposed change, a written explanation of the reason or reasons for the change, an outline of remaining funds available to support the change, a full description of the work necessary to complete activity, and an updated estimated time for completion.

- i. The approval of any changes to the scope of work are entirely committed to FEMA’s discretion.
 - ii. The Recipient must obtain FEMA’s approval before the Recipient or Subrecipient commences work on any change in the scope of work for the project.
3. **Extension Amendment.** If you determine that the work may not be completed and/or deliverables will not be finished within the Subaward period of performance and will exceed the prime award period of performance, a time extension is necessary.
- i. **Estimated Time of Completion.** The approved estimated time for the completion of this project is of **twenty-four (24)** months from date of award.
 - ii. The Subrecipient through the Recipient must submit any request to extend the period of performance at least **90** days before the expiration of the prime award period of performance. [Hazard Mitigation Assistance Guidance, Part VI, § D.4.1.](#) The request must be in writing and must contain:
 - a. Written justification, which includes a written explanation of the reasons for the delay
 - b. Amended schedule in the same format as provided with the approved application and an updated estimated time for completion. At a minimum, the amended schedule should include:
 - i. Approved Activities Description
 - ii. Time Frame in Months
 - iii. Revised Time Frame in Months
 - iv. Actual Completion Date
 - v. Revised Date Completion Date
 - c. An outline of remaining funds available to support the extended period of performance,
 - d. a description of performance measures necessary to complete the activity,
 - iii. FEMA will not process an extension request without justification and the decision to approve any extension request is committed entirely to FEMA’s discretion. In order for FEMA to consider a request, the Recipient’s performance and financial reports must be current.
 - iv. FEMA will not approve extensions to the period of performance for delays caused by the lack of non-Federal match funding.
- J. **Cost Share.** Cost share is the Non-Federal share of the overall project costs a Recipient grantee is required to contribute. There are two kinds of match requirements, which are cash and in-kind. A cash match requires a cash contribution from the Recipient to the overall

project costs. An in-kind match includes the value of non-cash contributions—such as volunteer time and donations—as the Recipient’s required contribution.

The Recipient will contribute a Non-Federal cost share of 10% of the total approved project cost. It is understood and agreed that the Subrecipient must provide the minimum amount of cost sharing as stipulated in the Recipient’s budget approved by FEMA’s Grants Management Specialist.

The Non-Federal entity must maintain written records to support all allowable, reasonable, and necessary costs which are claimed as being its contribution to cost participation, as well as costs to be paid by FEMA. Such records are subject to audit. The basis for determining the value of cash and non-cash contributions must be in accordance with [2 CFR 200.306](#) Cost Sharing or Matching. Verification of Non-Federal match will be required. If the source of matching funds is changed, prior written FEMA approval is required.

There are two kinds of matches, cash and in-kind. FEMA will request the following supporting documentation for the approved type of match identified in the application to verify the Non-Federal match was met:

- i. **Cash Match.** Cash match can consist of state or local funds, or private or corporate donations. It cannot include funds received from any Federal Government through other grant awards. The match is counted when expended, not when received. During the course of the sub-grant, Subrecipients must document the expenditures paid for with cash match to demonstrate that the funds were spent on eligible activities. The Recipient is responsible for monitoring the Subrecipient match.
- ii. **In-kind Match.** In-kind match must be necessary and reasonable to accomplish the approved SOW objectives. Show how the value of each contribution was determined by documenting the following:
 - For donated goods,
 - ✓ provide a description and number of items
 - ✓ date provided, and
 - ✓ the total fair market value of the items;
 - ✓ For facilities,
 - ✓ the published rental rate and hours or dates the facility was used.
 - For volunteer services (one person per form),
 - ✓ list the number of hours worked,
 - ✓ date(s) of service,
 - ✓ type of service, and
 - ✓ rate of pay.
 - For Subrecipient provided services (one person per form), Costs not directly covered in Subaward budget with federal dollars.
 - ✓ list the number of hours worked,
 - ✓ date(s) of service,
 - ✓ type of service, and
 - ✓ rate of pay.

All in-kind items reported must:

- Be provided by a third-party, either an individual or an organization, not the grant recipient.
- Be for allowable costs and activities that were included in your approved project budget.
- Be supported by documentation that corroborates the fair market value of the goods or services provided.
- While you may use allowable third-party in-kind contributions to meet the matching requirement for your award, you cannot be reimbursed by the HMGP for in-kind donations.

Additional guidance regarding in-kind contributions is located in [2 CFR 200 Uniform Guidance](#). See especially, [2 CFR §200.306](#) Cost sharing or matching (b), (d) – (j).

K. **Audit Procedures**

- i. The Recipient will verify that the required matching contributions were met.
- ii. The Recipient will ascertain the sources of matching contributions and perform tests to verify they were from an allowable source
- iii. The Recipient will reconcile records to verify that the values placed on in-kind contributions (including third-party contributions) are in accordance with [2 CFR 200.306](#), program regulations, and the terms of the award.

- L. **Subaward Closeout Requirements.** The Non-Federal entity must liquidate all financial obligations and submit a complete closeout request, to include all final closeout reports no later than 90 calendar days after the end date of the POP as stated in [2 C.F.R. § 200.343](#) (2020), or 90 calendar days from work completion, whichever occurs first. Costs incurred during this regulatory period are not allowed and will not be reimbursed.

FEMA will review all closeout documentation for completeness and compliance. If an incomplete closeout request is submitted, FEMA will send the Recipient a request for additional supporting documentation.

If the Recipient fails to comply with the closeout reporting and liquidation requirements within the timelines established, FEMA may, after notifying the Recipient, take unilateral action to administratively close the Federal award and/or take other remedies for noncompliance with [2 C.F.R. § 200.339](#). This may result in the Recipient returning or foregoing assistance payments, enhanced monitoring in other grant awards, imposition of other specific conditions, or some combination pursuant to [2 C.F.R. § 200.339](#).

The Non-Federal entity will comply and will provide the closeout requirements summarized here:

1. The Recipient must submit a final payment of claim and supporting documentation for this project in accordance with [44 C.F.R. § 206.438](#) and [Hazard Mitigation Assistance Guidance \(2023\)](#).
2. A completed HMA Closeout Checklist
3. As required by [44 CFR 206.438\(d\)](#), the Recipient will submit a letter signed by the Governor's Representative or equivalent certifying:
 - i. The project was completed as outlined in the approved scope of work (SOW)
 - ii. The reported costs were incurred in the performance of eligible work
 - iii. The approved work was completed, and the mitigation measure is compliant with the provisions of the FEMA-State Agreement (for HMGP)

- iv. A statement identifying what action was taken to address each environmental condition or explain why an action was not required.
 - a. Submit required permits, notices, correspondence, or other relevant documentation outlined in the environmental project conditions (if applicable).
 - v. A Duplication of Benefit review was completed. The Recipient will complete a Duplication of Benefits review to ensure that the subrecipient did not receive Federal assistance for the same purpose from another source.
 - vi. A Duplication of Programs search was performed to ensure that the subrecipient did not receive Federal assistance for the same purpose from another source.
 - vii. A program income review was completed. The Non-Federal entity will complete a program income review to ensure that the subrecipient deducts this income from total project costs as specified in 2 CFR Sections 200.80 and [2 CFR 200.307](#).
4. The Non-Federal entity will submit a final financial report. The Non-Federal entity must ensure that all financial reports have been submitted.
 - i. The Non-Federal entity must perform a financial reconciliation to determine whether a de-obligation is needed. If a de-obligation is needed, the Non-Federal entity must identify the line item from the final itemized budget summary.
 - ii. Ensure submitted expenses are eligible and all costs were incurred during the Period of Performance.
 5. The Non-Federal entity will submit a final itemized budget summary that includes the Federal share disbursed, Non-Federal match, identify a line item of any Federal funds to be de-obligated, and final total project cost incurred. The Final budget and total project cost must be submitted in the same format as submitted in the approved application.
 - i. Ensure the Non-Federal match is correct and properly documented.
 6. The Non-Federal entity will submit a final Quarterly Progress Report. The Non-Federal entity must ensure that all Quarterly Progress Reports have been submitted.
 7. The Non-Federal entity must be prepared for possible audits of the closed project.
 8. Verify that all required Subaward activities have been accomplished in accordance with all programmatic guidance and proper grants management practices.

Closeout Extension. The Subrecipient through the Recipient must submit a request to extend the regulatory closeout period at least **90** days before the closeout period end date. The request must be in writing, adequately justified, and at a minimum must contain the following:

- Time Frame in Months
- Reason for the delay
- A description of performance measures necessary to complete the closeout activities.
- Closeout Activities Description
 - Project specific closeout checklist, final progress report, final site visit report, financial; reconciliation, non-federal match supporting documentation, final budget)
- Subaward (Project Number)
- Federal Share Amount
- Non-Federal Share Amount
- Federal Share Balance
- Amount to be de-obligated
- Reimbursement Status
- Proposed Date of Closeout Package

Project Title: Winooski River Hazard Mitigation Scoping Study

Recipient: Vermont Emergency Management

FEMA Grants Management Specialist: Eric Garcia Cortes

Subrecipient: Town of Richmond



FEMA

V. Acknowledgements

Signature Recipient

Signature Subrecipient

Print Name and Title

Print Name and Title

Date

Date