

**UNITED STATES VIRGIN ISLANDS  
PUBLIC ASSISTANCE PROGRAM  
SUB-RECIPIENT GRANT AGREEMENT**

On September 20, 2017, the President of the United States of America declared that a major disaster exists in the U.S. Virgin Islands. This declaration was based on damages as a result of **Hurricane Irma** designated as **FEMA-4335-DR-VI**, under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 USC 5121 et seq. (the Stafford Act) and the Title 23 V.I. Code Chapter 12 Sec 1126 and E.O. 304-1987. The parties specifically agree to comply with all conditions, obligations, and duties imposed by this Agreement, by the FEMA - Territory Agreement, and by all applicable Territorial and federal laws, regulations, and policies without limitation, including regulations codified in Titles 44 and 2 of the Code of Federal Regulations (44 C.F.R. and 2 C.F.R.); and applicable policies and guidance of both the Territory and FEMA.

1. All federal and local assistance shall be provided to alleviate the damage or hardship sustained from the event that took place **September 5, 2017 – September 7, 2017**. All reasonable expenses which were incurred in anticipation of and immediately preceding such event may be eligible. In addition, reasonable and necessary expenses related to the disaster event are also eligible.
2. Any federal and local funds provided under the Stafford Act and Title 23 V.I. Code Chapter 12 Sec 1126 in the response to the disaster will be limited to the following cost shares unless adjusted by FEMA:
  - a. 75% Federal and 25% Local for all Permanent Work
  - b. 100% for all Emergency Work completed within the first 180 days after declaration
  - c. 90% Federal and 10% Local for all Emergency Work completed after the first 180 days after declaration
3. You are required to maintain documentation for all project activity and eligible costs, including, but not limited to, contract award history, labor, equipment, materials, contracts, and direct administrative costs for a period of no less than three years after disaster closeout. Accounting should be maintained on a project-by-project basis, meaning you need to establish a separate and distinct account for recording revenue and expenditures for each FEMA-funded project. Accounting transactions need to be referenced to supporting source documentation that can be readily retrieved.
4. The eligible private non-profit or quasi-government agency sub-recipient is responsible for the applicable local match requirement.

5. Prior to the start of any construction activity, all applicable federal, Territory, and local permits and clearances must be obtained, including FEMA compliance with the National Environmental Protection Act (NEPA) and locally, with the State Historic Preservation Office.
6. Established procurement procedures of the Government of the Virgin Islands; or quasi-government policies and procedures **must** be submitted to the Governor's Authorized Representative (GAR).
7. Sub-recipients **must** adhere to all Territorial and federal procurement laws as outlined in Title 2 of the Code of Federal Regulations (CFR) § 200.320.
8. Quarterly progress reports are to be filed with the GAR no later than January 10, April 10, July 10, and October 10 covering financial transactions and performance for the three months preceding the due date.
9. All time extensions are to be submitted to the GAR within 30 days prior to the prescribed time limitations, which are six (6) months for emergency work and eighteen (18) months for permanent work.
10. Improved projects **must** have prior approval from the GAR before commencement of the improved Scope of Work.
11. Alternate projects **must** have prior approval from FEMA through the GAR within 12 months of the Kick-Off Meeting.
12. You **must** obtain and maintain casualty loss insurance and flood insurance for your property both real and contents. As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the sub-recipient understands it must, and it agrees to obtain and maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is less. The sub-recipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the sub-recipient receive any other duplicate benefits from any other source.
13. In accordance with the Single Audit Act of 1997, sub-recipients that received any federal funds in excess of \$750,000 within one fiscal year **must** have an external audit performed.
14. Interim inspections **must** be requested prior to any requested change in the Scope of Work (i.e. latent damages, improved projects, alternate projects). The sub-recipient must monitor its performance under this Agreement, as well as that of its subcontractors, agents, and consultants who are paid from funds provided under this Agreement, to ensure that performance under this Agreement is achieved, satisfactorily performed, and in compliance with applicable Territorial and federal laws, rules, and regulations.

15. Final inspections **must** be requested within 30 days of the project completion. To ensure that all work has been performed within the scope of work specified on the Project Worksheets, the Territory will conduct final inspections on Large Projects, and may, at its sole discretion, select one or more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period may not be reimbursed.
16. Requests for reimbursement and payment and all related pertinent documentation are to be scanned into the Government of the Virgin Islands (GVI) Enterprise Resource Planning System (ERP) and forwarded to the GAR's PA financial staff through the approver process for review and approval or all projects for processing. Please refer to GVI Department of Finance SOPP # 712 Grant & Project Management and GAR Memorandum No. 01-2018 dated January 24, 2018. Sub-recipients other than USVI governmental units can send reimbursement requests to their designated POC at VITEMA.
17. Refer to Title 2 of the CFR Part, 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 44 CFR Subchapter D, as well as the FEMA Public Assistance Program and Policy Guide found at <http://www.fema.gov/public-assistance-policy-and-guidance> for applicable rules and regulations pertaining to this grant.
18. The sub-recipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of three (3) years from the date of the final closeout by FEMA. The sub-recipient and its employees or agents, including all sub-contractors or consultants to be paid from funds provided under this agreement, must allow access to its records at reasonable times to the Territory, the Comptroller General of the United States, the Department of Homeland Security (DHS), and FEMA, to include any designated employees and/or agents of such entities.
19. This agreement is subject to reasonable revisions to enhance effectiveness and compliance with local and federal law.

All of the above provisions must be adhered to in order to obtain and retain your federal disaster funding. Failure to do so may result in suspension or de-obligation of these funds.

**CERTIFICATION:**

Print: \_\_\_\_\_

Signature/Date: \_\_\_\_\_

Title: \_\_\_\_\_

Dept./Agency/ Organization \_\_\_\_\_

Print: \_\_\_\_\_

Signature/Date: \_\_\_\_\_

Governor's Authorized Representative