



FEMA

**FEMA-STATE AGREEMENT
BETWEEN THE
FEDERAL EMERGENCY MANAGEMENT AGENCY
AND
THE TERRITORY OF THE U.S. VIRGIN ISLANDS
FOR EMERGENCY DECLARATION
FEMA-3611-EM-VI**

I. PURPOSE AND BACKGROUND

The President declared on August 18, 2024, that an emergency exists in the Territory of the U.S. Virgin Islands. This declaration was based on Tropical Storm Ernesto (“incident”) beginning on August 13, 2024, and continuing (incident period). This is the FEMA-State Agreement (Agreement) for this emergency, designated FEMA-3611-EM (“Declaration”), under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. §§ 5121-5207) (Stafford Act), in accordance with 44 C.F.R. § 206.44. This Agreement between the Federal Emergency Management Agency (“FEMA”), Department of Homeland Security (“DHS”) and the Territory of the U.S. Virgin Islands (“State” or “Recipient”) governs all federal assistance that FEMA provides the State for this Declaration. This Agreement is not a contract. No consideration was exchanged in the creation and execution of this Agreement. Additionally, under the Stafford Act, section 305, FEMA “shall not be liable for any claim based upon the exercise or performance or failure to exercise or perform a discretionary function or duty . . . in carrying out the provisions of [the Stafford Act.]” 42 U.S.C. § 5148.

II. GENERAL PROVISIONS

- A. GRANT AWARD PACKAGE.** Any federal grant award (which includes a cooperative agreement for purposes of this Agreement) package issued under this Agreement will consist of the Declaration, this Agreement, and the *Application(s) for Federal Assistance* (Standard Form (SF) 424), including *Assurances- Non-Construction Programs* (SF-424B) and also the *Assurances - Construction Programs* (SF 424D) when applicable, submitted by the State for each grant program provided under the Declaration and this Agreement.
- B. FEMA RESPONSIBILITIES.** FEMA may provide federal assistance to the State or residents of the State, if applicable, funds in the form of federal grant assistance or direct federal services to support the activities and programs authorized under the Stafford Act and the President’s Declaration (federal assistance) in accordance with this Agreement.

FEMA-STATE AGREEMENT
FEMA-3611-EM-VI

C. STATE RESPONSIBILITIES.

1. The State agrees to comply with the federal grant award terms and conditions set forth in the Declaration, this Agreement, individual projects, records of environmental consideration, and the State Administrative Plans in place for each grant award.
2. The State agrees to lead, manage and drive the overall recovery process and coordinate recovery activities and technical support by setting appropriate state policies. The State will coordinate with local, Tribal and Federal governments and agencies, private businesses and nonprofit organizations to lead and coordinate state recovery planning and assistance to impacted communities.
3. The State agrees to be the “Recipient” for all federal financial assistance provided under the Stafford Act and this Agreement, with the exception of Housing Assistance or for Other Needs Assistance when administered by FEMA rather than by the State (i.e., the “the FEMA option”) under the Individuals and Households Program, if applicable. The State also serves as the “pass-through entity” with respect to the State’s role in providing subawards and administering grant assistance provided to sub-recipients.
 - a. Recipient and pass-through entity have the same meaning as “Grantee,” as used in governing statutes, regulations, and FEMA guidance.
 - b. A recipient is also a “non-federal entity” for grants administration purposes.
4. The State will serve as the “pass-through entity” with respect to the State’s role in providing subawards and administering grant assistance provided to subrecipients. As the pass-through entity, the State agrees to comply with, and will require all subrecipients to comply with, the requirements of all applicable laws and regulations, including the Stafford Act, Title 44 of the Code of Federal Regulations (CFR) (*Emergency Management and Assistance*), 2 CFR Part 3002 (implementing 2 CFR Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*)), and applicable FEMA policies and guidance.
 - a. The term “subrecipient” has the same meaning as “subgrantee,” as used in governing statutes, regulations, and FEMA guidance.
 - b. A subrecipient is also a “non-federal entity” for grants administration purposes.

FEMA-STATE AGREEMENT
FEMA-3611-EM-VI

D. CERTIFICATION AND WAIVERS.

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

E. FEDERAL ASSISTANCE.

1. The State has requested federal assistance and submitted FEMA Form 010-0-13 (*Request for Presidential Disaster Declaration – Major Disaster or Emergency*), the terms, representations and assurances of which are incorporated by reference into this Agreement.
2. Federal assistance is limited to activities necessary to alleviate damage, loss, hardship, or suffering resulting from the incident that took place during the incident period, except that reasonable expenses that were incurred in anticipation of and immediately preceding such event may be eligible.
3. Federal assistance under the Stafford Act and this Agreement is limited to those areas and programs designated by the President or FEMA in the Federal Register Notices for this major disaster or emergency, which are listed in **Attachment 3** to this Agreement and are incorporated by reference.
4. All scopes of work and costs approved as a result of this Agreement, whether as estimates or final costs approved through subawards, project worksheets, or otherwise, will incorporate by reference the terms of this Agreement and must comply with applicable laws, regulations, policy and guidance in accordance with this Agreement.
5. Pursuant to Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects,” FEMA encourages recipients to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States, in Public Assistance and Hazard Mitigation Grant Program eligible public infrastructure repair and construction projects

FEMA-STATE AGREEMENT
FEMA-3611-EM-VI

affecting surface transportation, ports, water resources including sewer and drinking water, and power. Such preference must be consistent with the law, including cost and contracting requirements at 2 CFR Part 200.

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

1. The Stafford Act and its implementing regulations contained in Title 44 of the Code of Federal Regulations (CFR), and FEMA policy and guidance.
2. “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,” 2 CFR Parts 200 and 3002.
3. The DHS Standard Terms and Conditions for grants in effect on the date this event was declared, available at https://www.dhs.gov/sites/default/files/publications/fy_19_dhs_standard_terms_and_conditions_version_9.2_dated_04-17-2019_0.pdf are hereby incorporated by reference.

III. TYPES OF FEDERAL ASSISTANCE

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

A. PUBLIC ASSISTANCE (PA). When the Declaration authorizes Emergency Work under the PA Program, and FEMA makes a PA grant award to the State, the following terms apply:

1. Cost Share. FEMA funding for PA project costs (which do not include management costs) will be limited to 75 percent of total eligible costs after appropriate reductions, except as may be provided for in any subsequent cost share amendments to the Declaration. The State agrees to make available the non-federal cost share of PA.
2. Direct Federal Assistance. When Direct Federal Assistance is requested and the assistance is provided:
 - a. The State will:
 - i. Provide without cost to the United States all lands, easements, and rights-of-ways necessary to accomplish the approved work;
 - ii. Hold and save the United States free from damages due to the requested work, and will indemnify the Federal Government against any claims arising from such work;

FEMA-STATE AGREEMENT
FEMA-3611-EM-VI

- c. State Option. If the State administers ONA under the State Option, an ONA Grant Agreement will be executed as an IA Program Addendum to this Agreement and FEMA will pay to the State 75 percent of the total ONA payments to individual and households and actual administrative costs in accordance with Section 408 of the Stafford Act (42 U.S.C. § 5174) and 44 C.F.R. § 206.120. Administrative costs will equal up to 4 percent of the ONA grant.
3. Additional Terms and Conditions. Additional terms and conditions regarding implementation of the IHP and other applicable Individual Assistance (IA) Programs including IA Grant performance goals may be included in an attached **IA Programmatic Addendum**.

IV. FUNDING

A. PAYMENT PROCESS.

1. Payment System. FEMA will pay the State using the U.S. Department of Health and Human Services Payment Management System (HHS/Smartlink).
2. Payments. Payments are governed by the Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 CFR Part 205 (*Rules and Procedures for Efficient Federal-State Funds Transfers*) and Treasury Financial Management Manual, Volume 1, Part 4A-2000.
3. PA Overpayments. FEMA will use a “single obligation” system to process payments through a subaccount for each subaward under PA and HMGP. When FEMA identifies an overpayment as a potential debt, the State will have 60 days to appeal that initial determination. Upon exhaustion of appeal rights, the State will have 30 days to resolve the amount owed before the debt is referred to the FEMA Finance Center (FFC) for collection. The State may resolve the amount owed by paying FEMA directly. It may also deposit the amount owed directly into the applicable subaccount in HHS/Smartlink and notify FEMA when it has reimbursed that subaccount, after which FEMA will deobligate that amount in the subaccount. Alternatively, the State may request administrative offset of the amount owed against identifiable, allowable, allocable, and reasonable costs under the same subaward which have not yet been reimbursed by FEMA.
4. No Property Interest. The State and subrecipients have no property interest in the funds made available through the HHS/Smartlink account. At any time during the lifecycle of the grant, FEMA may adjust the amounts available to the State in HHS/Smartlink due to grant amendments, partial or full grant terminations, closeouts, or other reasons.

FEMA-STATE AGREEMENT
FEMA-3611-EM-VI

- B. AVAILABILITY OF FUNDING.** FEMA and the State agree to take measures to deliver assistance to individuals, households, governments and private nonprofits as expeditiously as possible, consistent with federal laws and regulations.
1. This Agreement does not comprise an award of any type of assistance authorized for the Declaration or as described in Part III, Types of Federal Assistance, above and this Agreement does not obligate any federal funding. Rather, FEMA will separately make such award decisions for the assistance authorized for the Declaration.
 2. If FEMA decides to make an award of federal assistance, such assistance will be made available within the limits of funds available from Congressional appropriations for such purposes.
 3. FEMA may, in its sole discretion, if necessary because of limited funds, give first priority to assistance for individuals and households, emergency work for protection of public health and safety, and administrative costs for managing the disaster programs. FEMA will provide other financial assistance when, and if, funds become available and will generally provide them in the order the claims are received.

V. REPORTING

A. FEDERAL FINANCIAL REPORTS.

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

FEMA-STATE AGREEMENT
FEMA-3611-EM-VI

2. Final Financial Report. The State must submit a complete and accurate final Federal Financial Report (SF 425), no later than 90 days after each program's federal grant award performance period expiration date.

B. FINAL EXPENDITURE REPORT FOR PROJECT COMPLETION

1. PA Large Project Final Expenditure Report
 - a. The State must submit a payment of claim to FEMA for each PA large project as required by FEMA regulations and guidance, including 44 C.F.R. § 206.205.
 - b. The State must submit the final payment of claim for a PA large project within 180 days from the earlier of the date the non-Federal entity completes the project or the project completion deadline.
2. PA Small Project Final Expenditure Report
 - a. The State must provide a small project certification for itself and each subrecipient as required by FEMA regulations and guidance, including 44 C.F.R. § 206.205.
 - b. The State must submit the certification within 180 days from the earlier of the date that the non-Federal entity completes its last small project or the latest project completion deadline of a small project.
3. PA Management Cost Project Final Expenditure Report
 - a. The State must submit a payment of claim to FEMA for each subrecipient's PA management cost project within 180 days after the earlier to occur of the following:
 - i. 180 days after work is completed on the subrecipient's last non-management cost PA project for the Declaration;
 - ii. 180 days after the latest project completion deadline of a subrecipient's non-management cost PA project for the Declaration; or
 - iii. Two years from the date of the Declaration.
 - b. The State must submit a payment of claim to FEMA for the State's PA management cost project within 180 days after the earlier to occur of the following:
 - i. 180 days after work is completed on the last non-management cost PA project for the Declaration;

FEMA-STATE AGREEMENT
FEMA-3611-EM-VI

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

4. **Governmental Subrecipients**

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

C. PERFORMANCE REPORTS.

- 1. **Initial and Quarterly Reports.** The State must submit performance/progress reports in compliance with each program identified under this Agreement to the FEMA Regional Office 30 days after the end of the first federal quarter following the federal award date. The Regional Administrator or designee may waive the initial report if the incident is of such magnitude and complexity that it would place an undue administrative burden on the grantee. Subsequent reporting requirements will not be waived. The State must submit quarterly performance/progress status reports thereafter until the grant performance period ends. Reports are due on January 30, April 30, July 30, and October 30.
- 2. **Report Content.** The State must include in its quarterly performance/progress reports (OMB Form 1660-0017 PA for PA) a status of project/subaward completion, amount of expenditures, and amount of payment for advancement or reimbursement of costs for each project/subaward funded under each of the programs authorized under this Agreement. The State must submit project overruns requiring additional obligations to FEMA for review and approval prior to incurring costs.
- 3. **Project Cost Overruns.** The State must submit project cost overruns requiring additional obligations to FEMA for review and approval. Where review and approval is not sought before incurring the costs of an overrun, there is no assurance that FEMA will reimburse such costs.
- 4. **Final Performance Report.** The State must submit a final performance/progress report 90 days from each program’s grant award

FEMA-STATE AGREEMENT
FEMA-3611-EM-VI

performance period expiration date that addresses all approved activities and the performance goals outlined in the federal award.

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

E. RECORDS RETENTION.

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

VI. RECOVERY OF FUNDS

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

FEMA-STATE AGREEMENT
FEMA-3611-EM-VI

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

B. DUPLICATION OF BENEFITS.

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

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

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

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

FEMA-STATE AGREEMENT
FEMA-3611-EM-VI

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

E. STATUTE OF LIMITATIONS.

1. General. The 3-year statute of limitations limiting FEMA's ability to recover funds paid as provided for in Section 705(a) of the Stafford Act (42 U.S.C. § 5205(a)) begins with the State's submission of the "final expenditure report" described in paragraphs VI.B 1, 2, and 3.
2. Initiation of an Administrative Action to Recover Payment. The initiation of an administrative action to recovery payments includes FEMA's written notice to the State or subrecipient of a questioned or disallowed cost or improper payment (including a request for information concerning such cost or payment) and written notice to the State or subrecipient of a FEMA or 3rd party review or audit.

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

VII. CONSTRUCTION REQUIREMENTS

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

VIII. PERFORMANCE PERIODS

- A. PROGRAM/GRANT AWARD.** The State will complete all grant award activities, including all projects and/or activities approved under each federal grant award, within the time period prescribed in FEMA regulations, program guidance and the award documents.

FEMA-STATE AGREEMENT
FEMA-3611-EM-VI

- B. EXTENSIONS.** The State will include with any written request for an extension information and documentation to support the amendment and a schedule for completion. FEMA may approve subsequent work, monetary increase amendments, or activity time extension amendments only if the State submits all financial and performance reports to the appropriate Regional Office. FEMA will only approve extensions to the federal grant award period of performance or project completion timelines (if applicable) that comply with program regulatory timeframes. FEMA will not approve extensions for delays caused by lack of non-federal share funding.

IX. SURVIVOR/REGISTRANT DATA SHARING

In furtherance of its programs, FEMA collects personally identifiable information (PII) protected by the Privacy Act of 1974 (Privacy Act), as amended, 5 U.S.C. § 552a. FEMA may share this PII with recipients consistent with FEMA's System of Records Notices (SORN) and subject to certain safeguarding requirements. FEMA imposes these safeguards to ensure the security and confidentiality of applicant records and prevent substantial harm, embarrassment, inconvenience, or unfairness as required by the Privacy Act, 5 U.S.C. § 552a(e)(10). These requirements shall be incorporated through an Information Sharing Access Agreement between the parties.

The **Data Sharing Addendum**, which includes an Information Sharing Access Agreement, establishes the terms and conditions for the sharing of FEMA Disaster Assistance Survivor/Registrant Data with the Territorial Government under this Declaration. Should the Territory request any data from FEMA, a Data Sharing Addendum will be prepared and made a part of the FEMA-State Agreement through an amendment. Standalone Information Sharing Access Agreements may be required in addition to, or as a substitute for, the Data Sharing Agreement.

X. REMEDIES FOR NONCOMPLIANCE

FEMA may take action as it determines appropriate under the circumstances including but not limited to withholding of payments, disallowance of costs, suspension or termination of the award if the State or sub-recipient fails to comply with applicable Federal statutes, regulations or the terms of this Agreement pursuant to 2 CFR § 200.339 (*Remedies for Noncompliance*).

XI. ATTACHMENTS, PROGRAMMATIC ADDENDUMS AND AMENDMENTS

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

Attachment 1: List of State Certification Officers

Attachment 2: Certification Regarding Lobbying

Attachment 3: List of Designated Programs and Areas

FEMA-STATE AGREEMENT
FEMA-3611-EM-VI

- B. PROGRAMMATIC ADDENDUMS.** Attached and also made part of this Agreement are the following Programmatic Addendums, which unless indicated otherwise in Attachment 1 may be signed or agreed to on behalf of the State by the Governor’s Authorized Representative (GAR) listed in Attachment 1, and are included on a case by case basis depending on the assistance designated and whether additional terms and conditions for implementation of specific assistance programs are needed:
- **None.**
- C. AMENDMENTS.** This Agreement may be amended at any time by written approval of both parties. Executed amendments will be numbered and appended to this agreement in the order that they are executed. Electronic copies of executed amendments will be transmitted to the FEMA Declarations Unit.

XII. SIGNATURES AND EFFECTIVE DATE

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

Agreed:



Albert Bryan, Jr.
Governor
U.S. Virgin Islands

08/20/2024

Date



David Warrington
Regional Administrator
FEMA Region 2

8/21/24

Date

FEMA-STATE AGREEMENT
FEMA-3611-EM-VI

ATTACHMENT 1
LIST OF STATE CERTIFICATION OFFICERS

1. The Governor hereby certifies that **Adrienne L. Williams-Octalien** is the Governor's Authorized Representative (GAR) empowered to execute on behalf of the State all necessary documents for federal assistance, including approval of subawards and certification of claims for Public Assistance. The specimen signature for **Adrienne L. Williams-Octalien** is on file with FEMA.
2. The Governor hereby certifies that **Daryl D. Jaschen** is the Territorial Coordinating Officer (TCO), who will act in cooperation with the Federal Coordinating Officer under this Declaration.
3. The Governor hereby certifies that **Lisa Alejandro** is the representative of the State authorized to receive donations or loans of surplus property on behalf of the State and to execute certification, agreements, and other necessary documents with regard thereto.
4. The Governor hereby certifies that **Adrienne L. Williams-Octalien** is the State official authorized to execute compliance reports, carry out compliance reviews, and distribute informational material as required by FEMA to ensure that all recipients of federal assistance are in full compliance with FEMA nondiscrimination regulations (44 CFR Part 7, *Nondiscrimination in Federally-Assisted Programs* and 44 CFR § 206.11, *Nondiscrimination in disaster assistance*).
5. The Governor hereby certifies that **Adrienne L. Williams-Octalien** is the State official who will execute compliance reports, carry out compliance reviews, and distribute informational material as required by FEMA to ensure that all recipients of federal assistance are in compliance with the General Services Administration List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
6. The GAR will submit a signed memorandum to FEMA Region 2 stating any changes in the certified officials outlined above, *except* changes to the identity of the GAR. Such changes in the identities of the GAR must be made by an Amendment to this Agreement signed by the Governor and the FEMA Region 2 Administrator, or his/her designee.

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

Agreed:



Albert Bryan, Jr.
Governor

08/20/2024

Date

FEMA-STATE AGREEMENT
FEMA-3611-EM-VI

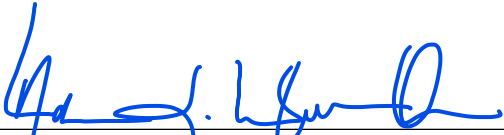
ATTACHMENT 2
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

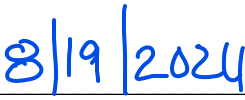
This certification is required by the regulations implementing the New Restrictions on Lobbying, 44 CFR Part 18. The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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



Adrienne L. Williams-Octalien
Governor's Authorized Representative



Date

FEMA-STATE AGREEMENT
FEMA-3611-EM-VI

ATTACHMENT 3
LIST OF DESIGNATED AREAS AND PROGRAMS

All areas in the Territory of the U.S. Virgin Islands are eligible to apply for emergency protective measures (Category B), limited to direct Federal assistance under the Public Assistance program, at 75 percent federal funding.