

Capital Project Appropriation Request

10/19/2022

FY 22/23

Project: CP1457 **RESILIENCY AND CLIMATE ADAPTATION IMPLEMENTATION**
Agency: 0230 **Operations: Land Use**

Total Request: \$150,000.00

Part A - Description of Request

In January 2021, the Land Use Bureau submitted a FEMA Flood Mitigation Assistance (FMA) grant for \$150,000 to supplement the \$50,000 in place to contract for a City of Stamford Coastal Flood Resiliency Plan (receiving notice of award this year). The scope includes assessing available data to identify flood risks & opportunities to enhance climate resiliency, modelling current and future flood scenarios, and extensive public outreach to inform and energize the plan. The project also includes developing preliminary design and cost estimates for a prioritized list of resiliency projects for the purpose of pursuing the many grant opportunities now available for climate resiliency.

Part B - Appropriation Request Detail

Fund Source	FY 22/23	Capital Forecast						Total
	Amount	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	
State Grant	150,000.00	0	0	0	0	0	0	150,000.00
Total	\$150,000.00	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000.00

Part C - Project History

Fiscal Year	Authorizations	Encumbered	Expenditure	Balance
2021	50,000.00	0.00	0.00	50,000.00
Total	\$50,000.00	\$0.00	\$0.00	\$50,000.00

Part D - Approvals

Preparer <i>OPM Dept</i>		Date 10/19/2022		OPM Director/OPM Asst Director  Elda Sinani (Oct 24, 2022 15:29 EDT)		Date Oct 24, 2022	
Department Head <i>Ralph Blessing</i> Ralph Blessing (Oct 19, 2022 14:09 EDT)		Date Oct 19, 2022		Director of Administration  Sandy Dennies (Oct 24, 2022 17:40 EDT)		Date Oct 24, 2022	
Director  Matt Quinones (Oct 19, 2022 14:42 EDT)		Date Oct 19, 2022		Mayor <i>Caroline Simmons</i> Caroline Simmons (Oct 27, 2022 09:09 EDT)		Date Oct 27, 2022	
Request ID - 211	Project ID - 664	User - jlazcano	Date Entered - 10/18/2022 10:01:31 AM		Fiscal Year - 2023	Page 1 of 1	



STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY



June 1, 2022

Dear Mayor Simmons:

I am pleased to notify you that FEMA has approved federal funding for the Flood Mitigation Assistance (FMA) FY 2020 project scoping, Stamford Coastal Flood Resiliency Project Scoping. Attached please find the sub-grant award EMB-2020-FM-023-0006 in the amount of \$200,000.00 with a federal share of \$150,000.00 and local match of \$50,000.00.

Please review the award carefully and pay particular attention to the federal general and special grant conditions. Afterwards, sign and date the award and return it to the Grant Unit at:

Department of Emergency Services & Public Protection
1111 Country Club Road, 3rd Floor North
Middletown, CT 06457

Also enclosed are the related reporting compliance documents, which are available electronically at <http://www.ct.gov/demhs> including:

- Standard Reporting Schedule
- Financial Report (This form must be completed quarterly for each funded project and submitted along with the Reimbursement Request Form or Cash Advance Form)
- Progress Report (due quarterly)
- Reimbursement Request Form
- Confirmation of Receipt of Grant Documents

Please feel free to contact our Hazard Mitigation Grant Program staff at DEMHS.HMGP@ct.gov if you have any questions. Otherwise, simply return the signed grant award and certifications at your earliest convenience. You will be sent a fully executed copy for your files.

Sincerely,

Brenda M. Bergeron
Deputy Commissioner, Department of Emergency Services and Public Protection
Division of Emergency Management and Homeland Security

Enclosures
CC:

Erin McKenna, Associate Planner
Ken Dumais, State Hazard Mitigation Officer

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NOTICE OF SUB-GRANT AWARD

The Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security, (DESPP/DEMHS) hereby makes the following grant award in accordance with the Flood Mitigation Assistance (FMA) program and in accordance with the grant solicitation and the attached grant application, if applicable.

Sub-Grantee: City of Stamford
Address: 888 Washington Blvd.
City/State/Zip: Stamford, CT 06901
Town Code:
State Agency Code:
Federal Employer ID: 066001897 **DUNS Number:** 072121601
DEMHS Grant No: EMB-2020-FM-023-0006
Project Title: Stamford Coastal Flood Resiliency Project Scoping
Date of Award: 6/1/2022
Period of Award: From: 1/13/2022 To: 10/12/2024
Amount of Award: Federal: \$150,000.00 State: \$0.00
State Match: \$0.00 Grantee Match: \$50,000.00
Total Budget: \$200,000.00
Fed Grant No: EMB-2020-FM-023-0006 **Grantee Fiscal Year** From: July 1 To: June 30

My signature below, for and on behalf of the above-named sub-grantee, indicates acceptance of the above referenced award and further certifies that:

1. I have the authority to execute this agreement on behalf of the sub-grantee; and,
2. The sub-grantee will comply with all attached sub-grant Conditions.

BY:

Signature of Authorized Official

Date

Typed Name and Title of Authorized Official

Municipal Designated Point of Contact
(responsible for implementation of project)

FOR THE DIVISION OF EMERGENCY SERVICES AND PUBLIC PROTECTION

BY:

Signature of Authorized Official

Date

Brenda M. Bergeron
Name and Title of Authorized Official

SUMMARY DESCRIPTION OF FUNDING

Through this accord, the City of Stamford is awarded funding through the FY2020 Flood Mitigation Assistance program to administer the Stamford Coastal Flood Resiliency Project Scoping. The project will result in development of preliminary designs and cost estimates for a prioritized list of resiliency projects and other short-term and long-term adaptation strategies, possibly including recommendations for regulatory and policy updates.



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GENERAL GRANT CONDITIONS

SECTION 1: Grant Funds.

Grant funds shall be obligated on a reimbursement basis only and upon submission by the sub-grantee of a request for reimbursement for which all work and costs have been clearly identified and all supporting back up documentation has been attached. Any work that was done prior to grant award, with the exception of eligible pre-award costs identified within the sub-grantee's Federally approved project application, will not be eligible for reimbursement. The sub-grantee agrees to expend grant funds awarded pursuant to this agreement for eligible purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as sub-grantee and in compliance with all programmatic requirements of this HMA Grant.

SECTION 2: Fiscal Control.

The sub-grantee shall establish and maintain audit quality accounting records, policies and procedures to assure sound fiscal control, effective management and proper disbursement of grant funds. Controls must be adequate to insure that expenditures charged to grant activities are made for allowable purposes only.

SECTION 3: Quarterly Reports.

The sub-grantee must submit quarterly progress reports to DESPP/DEMHS, even if no progress has been made on this project, so they can be reviewed and provided to FEMA. Reimbursement may be withheld by DESPP/DEMHS until complete and timely quarterly reports are received and approved. All permits obtained must be forwarded to DESPP/DEMHS for Federal review.

SECTION 4: Changes in Scope of Work.

If it becomes necessary for the sub-grantee to deviate from the scope of work as identified in the approved sub-grant award, the sub-grantee must notify DESPP/DEMHS as soon as this is known but in any event, prior to commencement of new scope of work. Any deviation from the Scope of Work or conditions of funding must be approved in advance, in writing. Failure to do so could jeopardize Federal funding. 44 CFR 13.30(c) (2)

SECTION 5: Deadlines and Extensions.

FEMA regulations require sub-grantees to complete project work by date as identified on the Sub- Grant Award. If the need for an extension to the period of performance becomes apparent, the sub-grantee agrees to immediately notify DESPP/DEMHS, who must then notify FEMA, of the need for an extension. All extension requests must be requested and approved in writing. Failure to do so may jeopardize Federal funding. Please note that a request for an extension does not guarantee approval.

SECTION 6: Disallowed Costs.

If it is determined at any time during the course of this project that funds have been provided for work that falls outside of the approved scope of work, project costs may be disallowed. In this event, if these funds have already been provided, the sub-grantee agrees to return the disallowed funds to Department of Emergency Management and Homeland Security not later than 60 days after determination has been made.

SECTION 7: Funding Limitation.

Award of this project in no way obligates DESPP/DEMHS to fund the project in excess of this grant, beyond the period of this grant, or in future years.



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SECTION 8: Retention of Records and Records Accessibility.

- 8.1. Financial records, supporting documents, statistical records, and all other records pertaining to this grant shall be retained for a period of three years starting from the date of the submission of the final expenditure report, with the following qualifications.
- 8.2. If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 8.3. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with grant funds shall be retained for three years after the final disposition of said property.
- 8.4. The State or its representatives shall have the right at reasonable hours to examine any books, records and other documents of the sub-grantee or its subcontractors or sub-grantees pertaining to work performed under this agreement. The State will give sub-grantee or such sub-subcontractor or sub-grantee at least twenty-four hours' notice of such intended examination. At the State's request, the sub-grantee shall provide the State with hard copies of or magnetic tape containing any data or information relating to the State's business, which data or information is in the possession or control of the sub-grantee. The sub-grantee shall incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or sub-grantee relating to this grant.

SECTION 9: Audits.

- 9.1. In accordance with the following conditions, the sub-grantee agrees to conduct and submit to DESPP/DEMHS a completed audit package with management letters and corrective action Plans for audits of each of the fiscal years included in the period of this grant and any Amendments thereto.
- 9.2. If the sub-grantee meets the requirements of the State Single Audit Act, Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes (C.G.S.), the sub-grantee is required to submit a State Single Audit Report to the Office of Policy and Management. C.G.S. Section 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$100,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the sub-grantee received State Financial Assistance from DESPP/DEMHS for this grant and it is the only State Financial Assistance that the sub-grantee has received during this fiscal period. The State Single Audit Report should be filed with the Office of Policy and Management no later than six months after the end of the audit period.
- 9.3. If the sub-grantee receives any federal funds in this grant as identified on the Notice of Grant Award, and meets the requirements of OMB Circular A-133, Audits of State and Local Governments and Non Profit Organizations, the sub-grantee is required to submit an audit conducted in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Governmental Auditing Standards (GAGAS) issued by the Comptroller General of the United States, as well as OMB Circular A-133. This circular requires those state and local governments and nonprofit organizations which expended a total amount of Federal Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the sub-grantee receives Financial Assistance under only one Federal program. For audit purposes, State or sub-grantee match funds as identified on the Notice of Sub-Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit report be submitted by the earlier of 30 days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.



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SECTION 10: Conflict of Interest.

No person who is an officer, employee, consultant or review board member of the sub-grantee shall participate in the selection, award or administration of a contract, subcontract, sub-grant or agreement or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant or review board member or any member of his/her immediate family, or his/her partner, or an organization which employs, or is about to employ any of the above has a financial interest in the entity or firm selected for the contract, subcontract, or sub-grant or when the individual employed is related to any of the foregoing persons.

SECTION 11: Nondiscrimination and Affirmative Action.

- 11.1. The sub-grantee agrees and warrants that in the performance of the grant such grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut.
- 11.2. The sub-grantee agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such grantee that such disability prevents performance of the work involved.
- 11.3. The sub-grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the State Commission on Human Rights and Opportunities.
- 11.4. The sub-grantee agrees and warrants that in the performance of the grant such grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.
- 11.5. The sub-grantee agrees to provide each labor union or representative of workers with which such grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such grantee has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.
- 11.6. The sub-grantee agrees to comply with each provision of this section and Connecticut General Statute sections 46a-68e and 46a-68f and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities pursuant to Connecticut General Statute sections 46a-56, 46a-68e and 46a-68f.
- 11.7. The sub-grantee agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the grantee which relate to the provisions of this section and Connecticut General Statute section 46a-56.
- 11.8. If the grant is a public works contract, the sub-grantee agrees and warrants that the sub-grantee will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- 11.9. Determination of the sub-grantee's good faith efforts shall include but shall not be limited to the following factors: The sub-grantee's employment and subcontracting policies, patterns and practices;

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affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. The sub-grantee shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts. For the purposes of this paragraph, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons who are active in the daily affairs of the enterprise, who have the power to direct the management and policies of the enterprise and who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statute section 32-9n; "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; "good faith efforts" includes, but is not limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; and "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

- 11.10. The sub-grantee shall include the provisions of subsections 11.1 to 11.8, inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The sub-grantee shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statute section 46a-56; provided, if such sub-grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the sub-grantee may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

SECTION 12: Executive Orders.

- 12.1. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill regarding nondiscrimination promulgated June 16, 1971, and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the Agreement is completed or terminated prior to completion. This Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement.
- 12.2. This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the granting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to performance in regard to listing all employment openings with the Connecticut State Employment Service. This Agreement may be canceled, terminated, or suspended by the granting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner is not a party to this Agreement.

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12.3. This Agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workforce Prevention and, such Executive Order is incorporated herein by reference and made a part thereof. This agreement may be canceled, terminated, or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen.

SECTION 13: Americans with Disabilities Act.

This section applies to those sub-grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the period of award of the grant. The sub-grantee represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the sub-grantee to satisfy this standard either now or during the period of the sub-grant as it may be amended will render the grant voidable at the option of the State upon notice to the sub-grantee. The sub-grantee warrants that it will hold the State harmless from any liability, which may be imposed upon the State as a result of any failure of the sub-grantee to be in compliance with this Act.

SECTION 14: Independent Contractor.

The sub-grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the grantee will notify DEMHS/DESPP of the contractor's identity.

SECTION 15: Federal Compliance and Assurances.

If the sub-grantee receives any federal funds in this sub-grant as identified on the Notice of Grant Award, the sub-grantee and all its sub-grantees will comply with the nondiscrimination requirement of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975 to the effect that, no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available in this sub-grant.

SECTION 16: Non-Supplanting.

- 16.1. If the sub-grantee receives any federal funds in this grant as identified on the Notice of Sub-Grant Award, the sub-grantee agrees that these sub-grant funds will be used so as to supplement and increase, but not supplant, the level of state, local, private and federal funds that would otherwise be made available for this project and to serve this target population, and will in no event replace such state, local, private and Federal funds.
- 16.2. The sub-grantee shall not use state funds conveyed by the sub-grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state sub-grant funds.

SECTION 17: Additional Federal Conditions.

If the sub-grantee receives any Federal funds in this sub-grant as identified on the Notice of Sub-Grant Award, the sub-grantee agrees to comply with the attached Additional Federal Conditions which have been issued by the Federal grantor agency to DEMHS/DESPP and which are hereby made a part of this sub-grant award.



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SECTION 18: Indemnification.

The sub-grantee shall indemnify, defend and hold harmless the State and its successors and assigns from and against any and all (1) actions, suits, claims, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising in connection with this Agreement including, but not limited to, acts of commission or omission (collectively, the "Acts") by the sub-grantee or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the sub-grantee is in privity of oral or written contract; (2) liabilities arising in connection with this Agreement, out of the Sub-Grantee's Acts concerning its or their duties and obligations as set forth in this Agreement; and (3) all damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise out of such Claims and/or liabilities for bodily injury, death and/or property damages. The sub-grantee shall reimburse the State, for any and all damages to the real or personal property of the State caused by the Acts of the sub-grantee. The State shall give to the sub-grantee reasonable notice of any such Claim. The sub-grantee shall also use counsel reasonably acceptable to the State in carrying out its obligations under this section. This Section shall survive the expiration or early termination of this Agreement, and shall not be limited by reason of any insurance coverage.

SECTION 19: Insurance.

The sub-grantee agrees that while performing any service specified in this sub-grant, the sub-grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the service to be performed, so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with DESPP/DEMHS prior to the performance of services.

SECTION 20: Special Grant Conditions.

The sub-grantee agrees to comply with the attached Special Sub-Grant Conditions, which have been issued in connection with this specific program, and which are hereby made a part of this award.



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SPECIAL SUB-GRANT CONDITIONS

1. The sub-grantee, including all other recipients of assistance under the sub-grant, whether by contract, subcontract, or sub-grant, upon request, agrees to cooperate with research and evaluation efforts of DEMHS or any party designate by DEMHS for such purpose. The sub-grantee further agrees that such cooperation includes but is not limited to:
 - a. collecting and maintaining project data, including client data,
 - b. supplying project data to DEMHS or its designee; and,
 - c. permitting access by DEMHS or its designee to any and all project information whether stored by manual or electronic means
2. It will be the sole responsibility of the sub-grantee, and its staff, to insure that any report, article, computer program, database, or other product or publication, whether oral or in writing resulting from the performance of duties pursuant to this sub-grant application and sub-grant award, protects the privacy of confidential information and complies with confidentiality and privacy rights and obligations created by any Federal and state law, court rules, or rules of professional conduct applicable to the work performed by the sub-grantee.
3. The sub-grantee shall comply with the following statutes and regulations:
 - a. Section 3789d(c), Omnibus Crime Control and Safe Streets Act of 1968, as amended;
 - b. Title VI of the Civil Rights Act of 1964, as amended;
 - c. 28 C.F.R. Part 42, Subparts C, D, E;
 - d. Section 504, Rehabilitation Act of 1973, as amended (28 C.F.R. Part 42, Subpart G);
 - e. Title II of the Americans with Disabilities Act, (28 C.F.R. Part 35);
 - f. Title IX of the Education Amendments of 1972, (28 C.F.R. Part 54);
 - g. The Age Discrimination Act of 1975, (28 C.F.R. Part 24, Subpart I).
4. The sub-grantee hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The sub-grantee also specifically assures and certifies that:
 - a. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
 - b. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
 - c. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
 - d. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.

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- e. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. §470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- f. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
- g. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
- h. It will comply (and we require any sub-grantee's or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. §794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
- i. If a governmental entity:
 - i. It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - ii. It will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

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STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY



ENVIRONMENTAL REVIEW PROJECT CONDITIONS

1. If ground disturbing activities occur during implementation, the sub-applicant (sub-grantee) will comply with Connecticut General Statutes 10-389 and monitor excavation activity and if any artifacts or human remains are found during the excavation process all work is to cease. (a) Notwithstanding the provisions of sections 7-67 and 7-69, The applicant will notify the State Archaeologist, DEMHS, FEMA and the State Historical Preservation Officer.
2. The sub-applicant (sub-grantee) must follow all applicable local, state, and federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If there is an unusual material encountered or there is an extraordinary amount of lead, asbestos, or other routinely encountered material the sub-applicant (sub-grantee) must contact DEMHS and DEMHS must contact FEMA. The sub-applicant (sub-grantee) must also contact the relevant agency with authority for regulation of the material.
3. If deviations from the proposed scope of work result in design changes, the need for additional ground disturbance, additional removal of vegetation, or result in any other unanticipated changes to the physical environment, the sub-applicant (sub-grantee) must contact DEMHS and DEMHS must contact FEMA, and a re-evaluation under NEPA and other applicable environmental laws will be conducted by FEMA.

Other Project Conditions

1. All permits must be obtained and forwarded to the DESPP/DEMHS before any work begins.
2. Any deviation from the Scope of Work or conditions of funding must be approved in advance, in writing.
3. Sub-grantees must comply with all HMA requirements, grant management procedures in 44 CFR Part 13, the sub-grant agreement, and applicable Federal, state, and local laws and regulations.

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**STANDARD REPORTING SCHEDULE FOR DESPP/DEMHS
HAZARD MITIGATION ASSISTANCE (HMA) PROGRAM SUB-GRANTEES**

1. Reimbursement requests are contingent on receiving Quarterly Reports

Please prepare all project documentation and submit with your reimbursement request. All documentation must be accurate, complete and up to date and consistent with the approved Scope of Work. Failure to properly document project costs may result in delay or loss of Federal funding. Your Hazard Mitigation Program project manager may schedule a reconciliation meeting with FEMA, which may include a field inspection, prior to approving reimbursement request.

2. Quarterly Reports

Due to DESPP/DEMHS 15 days after the calendar quarter ends

- For the quarter ending 3/31, reports are due 4/15
- For the quarter ending 6/30, reports are due 7/15
- For the quarter ending 9/30, reports are due 10/15
- For the quarter ending 12/31, reports are due 1/15

3. Closeout

When project is complete, please prepare all project documentation for final cost reconciliation (i.e., the difference between actual and estimated costs). All documentation for closeout must be accurate, complete and up to date. Failure to properly document project costs may result in loss of Federal funding. When you have your project documentation, please notify your Hazard Mitigation Program project manager, who will schedule a reconciliation meeting with FEMA, which may include a field inspection.

**Please mail Quarterly Reports, Reimbursement Requests and all supporting
Documentation to:**

Attention: Hazard Mitigation Program
Department of Emergency Services and Public Protection
Division of Emergency Management and Homeland Security
1111 Country Club Road, Floor 3C, Middletown, CT 06457

1111 Country Club Road, Middletown, CT 06457

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QUARTERLY PROGRESS REPORT

Sub-Grant No.:
Sub-Grant Title:
Sub-Grantee:
Period Covered: _____ to _____

To request a digital Quarterly Progress Report Form,
email: DEMHS.HMGP@ct.gov

Name of Person Submitting Report:
Title:
Address:

Phone:
Email:
Signature: _____

1. Briefly summarize project activities for this quarter.

2. Is the project on schedule? ☐ Yes. ☐ No.

If not, why?

3. Is the project adhering to the original scope of work? ☐ Yes. ☐ No.

If not, why?

4. Are there any potential changes in the scope of work or cost over runs projected?

☐ Yes. ☐ No.

If so, explain:

5. Estimated project completion date:



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Reimbursement Request Cover Page

(Revised September 2019)

Municipality/Agency:

Award Number:

Sub-Grant Award Number:

A separate reimbursement request is required for each project. Reimbursement requests may vary depending on federal match awarded to the project. Contact DEMHS.HMGP@ct.gov for more information

Total submission amount: \$

Federal Share: \$

Match Funding: \$

To request a digital Reimbursements Request Cover Page
email: DEMHS.HMGP@ct.gov

Please attach to this cover sheet, a completed hardcopy and digital spreadsheet, including all supporting documentation (contracts, invoices showing paid, canceled checks, itemized proof of payment, time & attendance sheets, etc.) This documentation must support total amount of funds expended to date on project.

Mandatory: Please describe project activities that were completed for which reimbursement is requested:

Reimbursements will be payable directly to the municipality and mailed to the address on record for the office of the chief executive Officer.

Signatures required:

Point of Contact or Sub-Grant Project Director

Chief Executive Officer or Sub-Grant Financial Officer

Date

Please mail this form and full reimbursement packet to:

Department of Emergency Services and Public Protection Division
of Emergency Management and Homeland Security Attention:
Hazard Mitigation Grant Program
1111 Country Club Rd, 3rd Floor North
Middletown, CT 06457

For digital submission or questions, email:
DEMHS.HMGP@ct.gov

For more information regarding Hazard Mitigation
Programs, [click here](#) or visit
[https://portal.ct.gov/DEMHS/Emergency-Management/
Resources-For-Officials/Hazard-Mitigation](https://portal.ct.gov/DEMHS/Emergency-Management/Resources-For-Officials/Hazard-Mitigation)

FOR DEMHS PURPOSES ONLY



STATE OF CONNECTICUT
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CONFIRMATION OF RECEIPT OF GRANT DOCUMENTS

Please confirm receipt of attached grant documents by checking boxes and signing below:

- ☐ General and Special Grant Conditions
- ☐ Record of Environmental Consideration
- ☐ Standard Reporting Schedule
- ☐ Quarterly Reporting Form
- ☐ Reimbursement Request Form

Signature of Chief Executive Officer

Date

Printed Name of Chief Executive Officer

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HMA REIMBURSEMENT REQUEST SPREADSHEET

[illegible]

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To request a digital Reimbursement Spreadsheet
email: DEMHS.HMGP@ct.gov