**MEMORANDUM OF AGREEMENT – Expedited Buyout Program**

**Vermont Emergency Management acting as sub-applicant for acquisition and demolition projects under DR-4720**

Vermont Emergency Management (VEM) is implementing a voluntary program for acquisition and demolition applications under the DR-4720 (July Storm) round of the Hazard Mitigation Grant Program (HMGP) where VEM will act as sub-applicant on behalf of municipalities. This optional approach benefits municipalities by allowing VEM to take on the bulk of the administrative burden in managing a sub-grant while still transferring the property to the municipality at closing. VEM will manage and pay for contract work related to the awarded sub-grant and assist the municipality in completing all the work awarded under each sub-award.

The acquisition and demolition program is voluntary for both the property owner as well as the municipality. If the municipality is not interested in having VEM act as the sub-applicant, they are welcome to apply to VEM on their own behalf.

# What does this mean for a municipality if you take advantage of VEM as the sub-applicant for acquisition and demolition projects? When VEM is awarded an HMGP sub-grant for an acquisition and demolition project where VEM is acting as the sub-grantee, VEM will promptly begin the work required to meet the Scope of Work (SOW) of the sub-grant. VEM will obtain the contractors, oversee all project work, pay all invoices, and close out the project on the municipality’s behalf. VEM will work with each municipality so they are informed and have predictability when work will be completed on properties within their community. Since VEM will be managing the contracts, municipalities will not need to budget money to pay contractors and wait for reimbursements. VEM will be responsible for all project management.

# What is required of the municipality to take advantage of this program? All that is required of the municipality is to agree to the terms outlined below. All relevant parcels will be transferred to the municipality upon closing of the property and will include a deed restriction requiring that the property be maintained as green open space in perpetuity.

This Memorandum of Agreement (“MOA” of “Agreement”) is made by and between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the Municipality”) and Vermont Emergency Management (“VEM”).

NOW, THEREFORE, VEM and the Municipality do mutually agree as follows:

1. **SCOPE OF WORK**

VEM will serve as sub-applicant, applying to the Federal Emergency Management Agency (FEMA) for an acquisition and demolition sub-grant. The sub-application will be for properties within the Municipality that property owners are voluntarily seeking to sell through this process. The Municipality agrees to take possession of and maintain such properties as open green space in perpetuity.

If the project is awarded by FEMA, VEM and the Municipality shall implement the Hazard Mitigation Grant Program (HMGP) project as described in the project application.

1. **CONDITIONS**

**The Municipality shall:**

1) Interface with homeowners to include but not limited to, coordination with homeowners from application intake to project completion (phone calls, updates to the homeowner, setting up appointments for contract workers to come to the home to conduct work or attending meetings regarding contract work).

2) Coordinate with VEM, as well as with contractors and homeowners as needed and as prompted by VEM.

3) The Municipality shall take part in all pre-construction, pre-project and project update meetings with the contractor and VEM to ensure they are fully briefed on all aspects of the project and can provide estimated timelines to their Selectboard and homeowners participating in the project.   
  
4) VEM may require additional reports as needed. The Municipality shall, as soon as possible, provide any additional reports or documentation requested by VEM. The VEM contact will be the Vermont Emergency Management Hazard Mitigation Grants Manager or State Hazard Mitigation Planner.

5) The Municipality shall be present at all closings in order to take title and possession of the properties acquired. The Municipality can convey any interest in the property only if the FEMA Region 1 Administrator, through VEM, gives prior written approval of the transferee. The transferee must be another public entity or a qualified conservation organization.

6) The Municipality shall maintain and utilize the properties as open space in perpetuity in accordance with the FEMA Model Statement of Assurances for Property Acquisition Projects and the Maintenance Agreement submitted with the application. The Municipality shall ensure compliance with the Deed Restrictions are recorded for all properties acquired.

7) The Municipality shall submit required documentation to VEM every three years to ensure that the property has been maintained as required by Hazard Mitigation Assistance (HMA) Guidance.

**VEM shall:**

1) Provide oversight of all contract work and be the initial point of contact for the Municipality to get answers to questions on behalf of homeowners.

2) VEM’s Hazard Mitigation Team will be available to meet with the Municipality if any questions about the project arise.

3) VEM will coordinate contracts related to this project, review invoices incurred, and review and approve eligible expenses against project.

4) VEM will set up a **Project Kick-Off** meeting with the Municipality to review the project budget, project scope of work, project timelines/milestones and associated roles and responsibilities between VEM, the Municipality, and contractors.

5) VEM will ensure that all work completed is aligned with the approved scope of work and current Hazard Mitigation Assistance (HMA) Guidance.

6) VEM will conduct monitoring every three years to ensure that the property has been maintained as required by Hazard Mitigation Assistance (HMA) Guidance.

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Print Municipality Authorized Agent Name and Title

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Municipality Authorized Agent Signature Date Signed

\_Stephanie Smith, State Hazard Mitigation Officer\_

VEM Authorized Agent Name and Title

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VEM Authorized Agent Signature Date Signed