

INTRODUCED: January 27, 2025

AN ORDINANCE No. 2025-026

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the amount of \$1,495,548.00 from the Virginia Department of Conservation and Recreation and to amend Ord. No. 2024-099, adopted May 13, 2024, which adopted the Fiscal Year 2024-2025 Stormwater Utility Budget and appropriated the estimated receipts of the stormwater utility, by increasing estimated revenues and the amount appropriated to the stormwater utility by \$1,495,548.00 for the purpose of funding the modernization of the City's stormwater asset inventory.

Patron – Mayor Avula

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: FEB 24 2025 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer is authorized to accept funds in the amount of \$1,495,548.00 from the Virginia Department of Conservation and Recreation for the purpose of funding the modernization of the City's stormwater asset inventory.

§ 2. That Article I, Section 10 of Ordinance No. 2024-099, adopted May 13, 2024, which adopted the Stormwater Utility Budget for the fiscal year commencing July 1, 2024, and

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: MAR 24 2025 REJECTED: _____ STRICKEN: _____

§ 3. This ordinance shall be in force and effect upon adoption.

CITY ATTORNEY'S OFFICE

Carolin D. Rind
City Clerk



City of Richmond

900 East Broad Street
2nd Floor of City Hall
Richmond, VA 23219
www.rva.gov

Master

File Number: Admin-2024-1555

File ID: Admin-2024-1555

Type: Request for Ordinance or Resolution

Status: Regular Agenda

Version: 1

Reference:

In Control: City Clerk

Department:

File Created: 12/26/2024

Subject:

Final Action:

Title:

Internal Notes:

Agenda Date: 01/27/2025

Patron(s):

Enactment Date:

Attachments: DCR CFPF 24 04 25 Ordinance and Grant Agreement
VRA Signed and Both AATF for Admin 2024 1555

Enactment Number:

Contact:

Introduction Date:

Drafter: jenn.clarke@rva.gov

Effective Date:

Related Files:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	2	12/27/2024	April Bingham	Approve	12/30/2024
1	3	12/30/2024	Meghan Brown	Approve	12/30/2024
1	5	1/2/2025	Michael Nguyen	Approve	1/2/2025
1	6	1/8/2025	Robert Steidel	Approve	1/3/2025
Notes: per email -- Bob is not available for approval this was noted after approval tracking being started the approval is a bypass by System Admin Kit Hagen					
From: Sedano, Caitlin R. - CAO <Caitlin.Sedano@rva.gov> Sent: Wednesday, January 8, 2025 11:37 AM To: Clarke, Jennifer I. - DPU <Jennifer.Clarke@rva.gov>; Hagen, Kit - DIT <Kit.Hagen@rva.gov>; Vaughan, John "Billy" - DPU <John.Vaughan@rva.gov> Subject: RE: Admin-2024-1555					
1	7	1/15/2025	Jeff Gray	Approve	1/9/2025
1	8	1/16/2025	Sabrina Joy-Hogg	Approve	1/24/2025
1	9	1/17/2025	Mayor Avula	Approve	2/3/2025

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File Admin-2024-1555

City of Richmond

Intracity Correspondence

O&R Transmittal

DATE: December 27, 2024

TO: The Honorable Members of City Council

THROUGH: The Honorable Dr. Danny Avula, Mayor

THROUGH: Sabrina B. Joy-Hogg, Interim Chief Administrative Officer

THROUGH: Sheila White, Director of Finance

THROUGH: Meghan Brown, Director of Budget & Strategic Planning

THROUGH: April N. Bingham, Director of Public Utilities

FROM: Billy Vaughan, Deputy Director Senior, Department of Public Utilities

RE: TO AMEND THE FY 2025 ADOPTED STORMWATER UTILITY BUDGET
AND TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER TO ACCEPT
AND APPROPRIATE FUNDS FROM THE COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF CONSERVATION AND RECREATION IN THE AMOUNT
OF \$1,495,548.00 TO UPDATE THE CITY'S STORMWATER ASSET
INVENTORY.

ORD. OR RES. No.

PURPOSE: To amend Ord. No. 2024-099 adopted May 13, 2024, which adopted the Stormwater Utility Budget for FY 2025, and to authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to accept funds in the amount of up to \$1,495,548.00 from the Commonwealth of Virginia, Department of Conservation and Recreation and appropriate the revenues by amending the FY 2025 Stormwater Utility Budget to update the City's stormwater asset inventory.

BACKGROUND: In November of 2023, the City of Richmond applied for a Community Flood

Preparedness Fund Capacity Building and Planning Grant administered by the Virginia Department of Conservation and Recreation. The Community Flood Preparedness Fund supports projects that reduce the impacts of flooding and undertake action-oriented flood preparedness efforts to increase resilience. In April of 2024, the Virginia Department of Conservation and Recreation notified the City of Richmond that their funding request had been approved, with \$1,495,548.00 of Community Flood Preparedness Funds allotted to the City's stormwater asset inventory proposal.

Specifically, the City of Richmond's Capacity Building and Planning Grant application requested funding to study infrastructure and the stormwater system in parts of Richmond's southside that experience routine flooding occurrences in an effort to better understand the stormwater system in those sub-watersheds and neighborhoods. This work will offer the Department of Public Utilities' Stormwater Utility Capital Improvement Program and operations staff an opportunity to gain new insights and further understanding of the existing stormwater drainage system in parts of Richmond's southside. The updated asset inventory will inform future capital investments and ensure existing stormwater infrastructure is appropriately considered and accurately reflected when building new or rehabilitating existing stormwater systems to alleviate flooding and best serve the communities within the inventoried areas.

COMMUNITY OUTREACH: Community outreach efforts are currently in their beginning stages as the project team prepares for the forthcoming, yet-to-be-performed inventories and the field components of this work.

The field work to come as part of this effort will include surveyors and field crews locating and verifying assets in easements and in the right-of-way in selected Southside sub-watersheds and neighborhoods in Richmond. Outreach, starting with a bilingual letter sent in both Spanish and English, will occur prior to field crews beginning their on-the-ground investigations to ensure that residents are notified before seeing surveyors in the field. Coordination with City Council District offices will also occur so that City Councilmembers are informed about the work to come and are equipped should their constituents direct questions to their offices about the studies and inventories taking place.

Additionally, a project flyer will be updated, distributed, and made available at www.RVAH2O.org/city-projects <<http://www.RVAH2O.org/city-projects>> in both Spanish and English to ensure information is readily available to residents and Richmonders at large.

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: Updating the City's stormwater asset inventory in the City's Geographic Information System (GIS) will help the Department

of Public Utilities' Stormwater Utility to best deliver capital improvement projects. Better and more comprehensive asset information, as gained through the studies this Virginia Department of Conservation and Recreation Community Flood Preparedness Fund grant will support, helps the Department of Public Utilities to make better, more informed decisions when siting, designing, and constructing capital improvement projects. Through capital improvement projects stormwater facilities are both installed and improved which helps the Department of Public Utilities to better deliver efficient and high-quality service, a priority included in the City's adopted FY 2025 budget.

FISCAL IMPACT: The FY 2025 Stormwater Utility budget will be amended to accept funds and appropriate \$1,495,548.00 of funds to the Stormwater Utility. In addition to these accepted and appropriated funds, Stormwater Utility is responsible for 10% of the total project budget, approximately \$166,172.00, which is available in the Stormwater Utility Fund.

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: January 27, 2025

CITY COUNCIL PUBLIC HEARING DATE: February 24, 2025

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development (February 20, 2025)

AFFECTED AGENCIES: Department of Public Utilities; Finance Department; Budget and Strategic Planning

RELATIONSHIP TO EXISTING ORD. OR RES.: Amend Ord. No. 2024-099 adopted May 13, 2024

ATTACHMENTS: Grant Agreement between Virginia Resources Authority, as Administrator of the Virginia Community Flood Preparedness Fund, and City of Richmond

STAFF: Billy Vaughan, Deputy Director, DPU - (804) 646-5232

Bill Boston, CIP Program Manager, DPU - (804) 646-8161

GRANT AGREEMENT

Between

VIRGINIA RESOURCES AUTHORITY,

**as Administrator of the
Virginia Community Flood Preparedness Fund**

And

City of Richmond

Department of Conservation and Recreation

CFPF-24-04-25

TABLE OF CONTENTS

	ARTICLE I	
<u>DEFINITIONS</u>		Page 1
	ARTICLE II	
<u>SCOPE OF SERVICES</u>		Page 2
	ARTICLE III	
<u>TIME OF PERFORMANCE</u>		Page 3
	ARTICLE IV	
<u>GRANT FUNDS</u>		Page 3
Section 4.1.	Amount of Grant	Page 3
Section 4.2.	Application of Grant Funds	Page 3
Section 4.3.	Agreement to Accomplish Local Project	Page 4
	ARTICLE V	
<u>GENERAL PROVISIONS</u>		Page 5
Section 5.1.	Reserved	Page 5
Section 5.2.	Disclaimer	Page 5
Section 5.3.	Termination	Page 5
Section 5.4.	Integration and Modification	Page 5
Section 5.5.	Collateral Agreements	Page 5
Section 5.6.	Non-Discrimination	Page 6
Section 5.7.	Applicable Laws	Page 6
Section 5.8.	Compliance	Page 6
Section 5.9.	Severability	Page 6
Section 5.10.	Contingent Fee Warranty	Page 6
Section 5.11.	Conflict of Interest	Page 6
Section 5.12.	Records Availability	Page 6
Section 5.13.	Ownership of Documents	Page 7
Section 5.14.	Acknowledgments	Page 7
Section 5.15.	Matching Funds	Page 7
Section 5.16.	Procurement and Subcontracts	Page 7
Section 5.17.	Reporting and Closeout	Page 7
Section 5.18.	Notices	Page 8
Section 5.19.	Subject to Appropriations	Page 9
	ARTICLE VI	
<u>COUNTERPARTS AND DIGITAL SIGNATURES</u>		Page 9

EXHIBITS

Exhibit A.	Grant Authorization
Exhibit B.	Project Description
Exhibit C.	Project Budget
Exhibit D.	Requisition Form
Exhibit E.	Financial Report Reimbursement Form
Exhibit F.	Quarterly Report Form and Instructions
Exhibit G.	Extension Request Form and Instructions

GRANT AGREEMENT

THIS GRANT AGREEMENT is made as of this _____ day of _____, 202____ between the **VIRGINIA RESOURCES AUTHORITY**, a public body corporate and a political subdivision of the Commonwealth of Virginia (the “Authority”), as administrator of the **VIRGINIA COMMUNITY FLOOD PREPAREDNESS FUND**, and the **CITY OF RICHMOND**, a **municipal corporation organized under the laws of the Commonwealth of Virginia** (the “Grantee”).

Pursuant to Article 1.3, Chapter 6, Title 10.1 of the Code of Virginia of 1950, as amended (the “Act”), the General Assembly created a fund known as the “Virginia Community Flood Preparedness Fund” (the “Fund”). In conjunction with the Department of Conservation and Recreation (the “Department”), the Authority administers and manages the Fund. Following consultation with the Authority, the Secretary of Natural Resources and the Special Assistant to the Governor for Coastal Adaptation and Protection, the Department from time to time directs loans and grants from the Fund and authorizes the Authority to disburse monies to local governments in Virginia to fund the costs of flood prevention or protection projects and studies all within the meaning of the Act.

The Grantee has requested a grant from the Fund and such grant has been approved by the Department, as evidenced by **Exhibit A** to this Agreement. The Grantee will use the grant monies from the Fund to finance that portion of the Project Costs not being paid from other sources as set forth in the Project Budget.

ARTICLE I

DEFINITIONS

The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise and any capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Act:

“Act” means Article 1.3, Chapter 6, Title 10.1 of the Code of Virginia of 1950, as amended.

“Agreement” means this Grant Agreement between the Authority, as Administrator of the Fund, and the Grantee, together with any amendments or supplements hereto.

“Authority” means the Virginia Resources Authority, a public body corporate and a political subdivision of the Commonwealth of Virginia.

“Authorized Representative” means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

“Certified Floodplain Manager” means a Certified Floodplain Manager according to the Association of State Floodplain Managers (<https://www.floods.org/certification-program-cfm/>) who is in the employ of any county, city, town, municipal corporation, authority, district, commission, or

political subdivision created by the General Assembly or pursuant to the Constitution of Virginia or laws of the Commonwealth of Virginia, or any state or federally recognized Virginia Indian Tribe.

“Department” means the Department of Conservation and Recreation.

“Fund” means the Virginia Community Flood Preparedness Fund.

“Grant Manual” means the Department’s 2023 Grant Manual for the Virginia Community Flood Preparedness Fund.

“Grantee” means the **City of Richmond**, a **LOCAL GOVERNMENT**.

“Local Project” means the particular project described in **Exhibit B** to this Agreement, consistent in all respects with the Grant Manual, to be undertaken and completed by the Grantee with, among other monies, the grant funds, with such changes thereto as may be approved in writing by the Authority and the Department as set forth herein.

“Project Budget” means the budget for the Local Project, a copy of which is attached to this Agreement as **Exhibit C**, with such changes therein as may be approved in writing by the Authority and the Department.

“Project Costs” means the costs described in the Project Budget and such other costs permitted by the Act as may be approved in writing by the Department, provided such costs are included in the definition of “cost” set forth in Section 10.1-603.24 of the Act.

“Project Description” means the description of the Local Project to be undertaken using the grant funds made available by this Agreement, a copy of which is attached to this Agreement as **Exhibit B**, with such changes therein as may be approved in writing by the Authority and the Department.

“Resilience Plan” means a locally adopted plan that describes the Grantee’s approach to flooding and meets the following criteria: (i) it is project-based with projects focused on flood control and resilience; (ii) it incorporates nature-based infrastructure to the maximum extent possible; (iii) it includes considerations of all parts of a local government regardless of socioeconomics or race; (iv) it includes coordination with other local and inter-jurisdictional projects, plans, and activities and has a clearly articulated timeline or phasing for plan implementation; and (v) it is based on the best available science, and incorporates climate change, sea level rise, and storm surge (where appropriate), and current flood maps.

ARTICLE II

SCOPE OF SERVICES

The Grantee shall provide the services and work as set forth in the Project Description (**Exhibit B**) of this Agreement. All work performed under the “Project” and “Study” categories of the Grant Manual shall be in accordance with sound engineering, construction, and architectural principles, commonly accepted development and safety standards and shall be in compliance with all applicable

regulatory requirements, including the National Flood Insurance Program. Any work performed under the “Project” category of the Grant Manual shall be approved by a Certified Floodplain Manager as evidenced by a Certificate of Approval by Certified Floodplain Manager.

ARTICLE III

TIME OF PERFORMANCE

The Grantee’s work on the Local Project shall be completed, and evidence of completion presented to the Department, within thirty-six (36) months of the execution of this Agreement. Unless an extension is granted pursuant to Section 4.3 below, this Agreement shall terminate without notice and the Authority shall have no obligation to disburse funds hereunder if Grantee fails to complete the Local Project within the applicable timeframe and provide satisfactory evidence of same to the Authority and the Department. The Grantee shall make a request for reimbursement no later than ninety (90) days following the passage of the Local Project’s authorized completion date unless an extension is granted pursuant to Section 4.3 below.

ARTICLE IV

GRANT FUNDS

Section 4.1. Amount of Grant. The Grantee shall be reimbursed grant funds for the payment of Project Costs, in an amount not to exceed **90%** of the demonstrated total cost of the Local Project or **\$1,495,548.00**, whichever is lesser, for the purposes set forth in the Project Description. Disbursement of grant funds will be in accordance with payment provisions set forth in Section 4.2. Grantee acknowledges and agrees that while grant funds awarded from the Fund may be used as match for other sources of funding, grant funds awarded from the Fund may not be utilized as match funds for other monies from the Fund. Monies used to match grants from the Fund may not be used as match for other grants.

Section 4.2. Application of Grant Funds. The Grantee agrees to apply the grant funds solely and exclusively to the reimbursement of the Grantee for payment of Project Costs. The Authority, at the direction of the Department, shall disburse grant funds from the Fund to the Grantee upon receipt by the Authority and the Department of the following:

(a) A Requisition, along with a Certificate of Approval by Certified Floodplain Manager, in the form set forth in **Exhibit D** and Financial Report Reimbursement Form, in the form set forth in **Exhibit E**, approved by the Department (upon which the Authority shall rely), signed by the Authorized Representative or his/her designee and containing all receipts, vouchers, statements, invoices or other evidence of the actual payment of Project Costs to this Agreement, and all other information required by, and otherwise being in the form of, **Exhibit D** to this Agreement, including a Certificate of Approval by Certified Floodplain Manager where work is being performed under the “Project” category of the Grant Manual.

(b) A **CAPACITY BUILDING** developed by the Grantee and approved by the Department as meeting all standards of applicable law;

(c) Evidence satisfactory to the Authority and the Department that all authorizations and approvals for the Local Project required to have been obtained as of the date of the delivery of this Agreement have been obtained, and, where the Local Project's completion is dependent on a variety of funding sources, in addition to the Fund, evidence satisfactory to the Authority and the Department that the Grantee has obtained satisfactory assurances of all necessary funds to fully finance the Local Project, including, where applicable, the appropriation of match funds;

(d) If the Local Project will require future maintenance, a maintenance and management plan for the Local Project satisfactory to the Authority and the Department demonstrating how the Local Project will be maintained with funds secured by the Grantee independent of the Fund over the lifespan of the Local Project;

(e) If the Local Project will be carried out in concert with a federal agency, evidence satisfactory to the Authority and the Department that the Grantee has authorization to enter into any necessary written agreement with the federal agency, including any provisions for cost-sharing; and

(f) To the extent the Local Project encompasses activities that include the development of flood protection facilities, acquisition of land, restoration of natural features, or other activities that involve design (including such design necessary to ensure the Local Project meets its intended purpose), construction or installation of facilities, a completed Resilience Plan satisfactory to the Authority and the Department was obtained as of the date of the delivery of this Agreement.

Upon receipt of the forgoing, the Authority shall disburse the grant funds hereunder to the Grantee in accordance with the submitted Requisition to the extent approved by the Department. The Department shall have no obligation to approve any Requisition, and the Authority shall have no obligation to disburse any such grant funds, if the Grantee is not in compliance with any of the terms of this Agreement.

Section 4.3. Agreement to Accomplish Local Project. The Grantee agrees to cause the Local Project to be completed as described in **Exhibit B** and if applicable, in accordance with plans and specifications prepared by the Grantee's Certified Floodplain Manager and approved by the appropriate regulatory agencies. The Grantee shall complete the Local Project by the date set forth in Article III unless approval for a later completion date is given by the Department and the Authority; however, all such Extension Requests, the form of which is attached hereto as **Exhibit G**, must be received by the Department no later than ninety (90) days prior to the date set forth in Article III, and the approved Local Project must have commenced within the first nine (9) months after the execution of this Agreement. If the Local Project does not commence in a timely fashion to allow completion by the date set forth in Article III or such later completion date as approved by the Department and the Authority, funding will be withdrawn and may be redistributed to other qualifying projects at the discretion of the Department in

consultation with the Chief Resilience Office, and the Special Assistant to the Governor for Coastal Adaptation and Protection.

ARTICLE V

GENERAL PROVISIONS

Section 5.1. Reserved.

Section 5.2. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments that will bind the other party beyond the covenants contained herein.

Section 5.3. Termination.

(a) The Authority may amend, modify or terminate this Agreement for any reason upon thirty (30) days' written notice to the Grantee. The Grantee shall not be paid for any services rendered or expenses incurred for which funding is not authorized by any action affecting the authority of the grant from the Fund.

(b) If any written or oral representation, warranty or other statement furnished or made by or on behalf of the Grantee to the Department or the Authority in connection with this Agreement or the Grantee's application for a grant from the Fund is false or misleading in any material respect, the Authority shall have the right immediately to terminate this Agreement.

(c) In the event of a breach by the Grantee of this Agreement, including the Department receiving notice that the Local Project is not proceeding in accordance with the Local Project Description, the Authority shall have the right to cease any further disbursements to the Grantee until such breach is cured. In addition, the Authority may give written notice to the Grantee specifying the manner in which this Agreement has been breached and providing the Grantee thirty (30) days within which to cure the breach. If such a notice of breach is given and the Grantee has not substantially corrected the breach within thirty (30) days of receipt of such written notice, the Authority shall have the right forthwith to terminate this Agreement.

(d) In the event of a termination of this Agreement in accordance with paragraphs (b) or (c) of this Section 5.3, the Authority, at the direction of the Department, may require the Grantee to repay all grant proceeds disbursed hereunder.

Section 5.4. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Authority with respect to the grant. No alteration, amendment or modification in the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto.

Section 5.5. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part of this Agreement by reference or otherwise, the provisions of this Agreement shall control.

Section 5.6. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin, other non-job-related factors or any basis prohibited by law. To the extent required by law and upon request of the Department and the Authority, the Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that such Grantee is an equal opportunity employer; however, notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Agreement.

The Grantee shall include the provisions of the foregoing paragraphs of this section in every contract, subcontract or purchase order of over ten thousand dollars, so that such provisions will be binding upon each contractor, subcontractor or vendor.

Section 5.7. Applicable Laws. This Agreement shall be governed by the applicable laws of the Commonwealth of Virginia.

Section 5.8. Compliance. The Grantee shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Local Project and shall give all Notices required thereby. The Grantee hereby consents to inspection by any state regulatory agency having jurisdiction over any part of the work performed with the assistance of the contract funds.

Section 5.9. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect, at the option of the Authority.

Section 5.10. Contingent Fee Warranty. The Grantee warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the award or making of this Agreement. For breach of the foregoing warranty, the Authority shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover the full amount of said prohibited fee, commission, percentage, brokerage fee, gift, or contingent fee.

Section 5.11. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interests Act.

Section 5.12. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for five (5) years after final disbursement of grant proceeds, or until completion of an audit commenced by the Commonwealth of Virginia within the five (5) years after final disbursement of funding of proceeds. The Authority, the Department, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period. Additionally, the Authority, the Department, and/or its representatives shall have the right of access to

worksites for the purpose of ensuring that the provisions of this Agreement are properly carried out and enforced. The Grantee agrees that the Authority, the Department and its authorized agents, reserve the right to make funding adjustments and implement fiscal corrective actions based on said examinations and reviews.

Section 5.13. Ownership of Documents. Upon the request of the Authority or the Department, the Grantee shall provide copies of any reports, studies, photographs, negatives, or other documents prepared by the Grantee in the performance of its obligations under this Agreement.

Section 5.14. Acknowledgments. The role of the Authority and the Department must be clearly stated in all press releases, news articles, and requests for proposals, bid solicitations and other documents describing the Local Project, whether funded in whole or in part. Acknowledgment of financial assistance, with the Department logo, must be printed on the cover of all reports, studies, web sites, map products or other products supported directly or indirectly by this Agreement. The Grantee is responsible for contacting Department staff in adequate time to obtain the Department logo in camera-ready or digital form. The acknowledgment should read as follows:

*This project received funding from the Virginia Community Flood Preparedness Fund Grant Program through the Virginia Department of Conservation and Recreation (DCR), via **CFPF-24-04-25**.*

Section 5.15. Matching Funds. The required amount of matching funds to the cash contributions by the Grantee to the Local Project will be indicated on the Financial Report Reimbursement Form, **Exhibit E**, of these agreement documents. Matching contributions, if applicable, must reflect expenses directly related to the implementation of this project and incurred only during the time of performance listed in this Agreement. The decision of the Department with respect to approval of matching funds shall be final. Matching funds must be tracked and reported to the Department in the quarterly reports described below, both in narrative summary and on **Exhibit E**.

Section 5.16. Procurement and Subcontracts. The Grantee shall remain fully responsible for the work to be done by its subcontractor(s) and shall ensure compliance with all requirements of this Agreement. The Grantee shall comply with all applicable provisions of the Virginia Public Procurement Act, Section 2.2-4300 *et seq.* of the Code of Virginia of 1950, as amended, in making such awards.

Section 5.17. Reporting and Closeout. (a) The Grantee shall promptly provide the Department with Quarterly Reports, the form of which is attached hereto as **Exhibit E**, on performance and financial progress, detailing the progress of work with respect to the Local Project, and a final report upon completion of the Local Project. Incomplete or inaccurate reports may result in reimbursement delays. These reports shall be certified by an authorized agent of the Grantee as being true and accurate to the best of the Grantee's knowledge, as indicated by their signature on **Exhibit E**.

(b) Final deliverables defined in the approved Scope of Work for the Local Project are due to the Department within 30 days following the Local Project end date, unless another date is approved in writing by the Department, upon submission by Grantee of an Extension Request, the form of which is attached hereto as **Exhibit G**. The following shall apply to the submission of final deliverables:

1. All materials shall be provided digitally to the Department at cfpf@dc.virginia.gov.
2. All documents must be provided in PDF and/or a Microsoft Word compatible format, including any embedded maps or other figures/illustrations.
3. All engineering files (including hydrologic and hydraulic studies) and assumptions necessary to replicate various analyses or other calculations must be provided in a format compatible with the software used to perform those calculations; likewise, all output files are also required.
4. All tabular information not included in the engineering files above, whether contained within any report or appendix, which was used as the basis for any calculation, shall be provided in a Microsoft Excel compatible format or Microsoft Access compatible format.
5. All map data shall be delivered as a geodatabase or individual shapefiles. Additionally, maps shall be provided in a PDF format if not already included embedded within the report(s). If derived from CAD or another non-GIS workflow, data must be converted into a GIS format.
6. If digital submittal is not possible, printed materials, together with all attachments and supporting documentation, may be submitted to the Department at the address below:

Virginia Department of Conservation and Recreation
Attention: Virginia Community Flood Preparedness Fund
Division of Dam Safety and Floodplain Management
600 East Main Street, 24th Floor
Richmond, Virginia 23219

The final reimbursement request must be submitted with the final report and the Department will not reimburse any requests received more than ninety (90) days after the Local Project end date.

Section 5.18. Notices. Unless otherwise provided for herein, all notices, approvals, consents, correspondence and other communications under this Agreement shall be in writing and shall be deemed delivered to the following:

Fund: Virginia Resources Authority, as Administrator
of the Virginia Community Flood Preparedness Fund
1111 East Main Street, Suite 1920
Richmond, Virginia 23219
Attention: Executive Director

Authority: Virginia Resources Authority
1111 East Main Street, Suite 1920
Richmond, Virginia 23219
Attention: Executive Director

Department: Virginia Department of Conservation and Recreation
600 East Main Street, 24th Floor
Richmond, Virginia 23219
Attention: Division Director, Dam Safety and Floodplain Management

Grantee: **City of Richmond**
1801 Commerce Road
Richmond, Virginia, 23224
Attention: William Boston

A duplicate copy of each notice, approval, consent, correspondence or other communications shall be given to each of the other parties named.

Section 5.19. Subject to Appropriations. The Grantee's obligations under this Agreement, during this and any subsequent calendar or fiscal year, are subject to the availability of funds encumbered pursuant to Section 6.20 of the Charter of the City of Richmond.

ARTICLE VI

COUNTERPARTS AND DIGITAL SIGNATURES

This Agreement may be manually or by way of a digital signature executed in any number of Counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Remainder of this page intentionally left blank]

WITNESS the following signatures, all duly authorized.

**VIRGINIA RESOURCES AUTHORITY, AS
ADMINISTRATOR OF THE VIRGINIA
COMMUNITY FLOOD PREPAREDNESS FUND**

By: Shawn B. Crumlish
Shawn B. Crumlish
Executive Director

City of Richmond

By: _____
Name:

Chief Administrative Office

Approved as to Form:

Emily Messer
Assistant City Attorney

CFPF-24-04-25

Exhibit A

GRANT AUTHORIZATION

A copy of the Department's written grant approval is attached.

Virginia Department of Conservation and Recreation
Community Flood Preparedness Fund - Round 4 Application Recommendations
April 1, 2024

[illegible]

1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000
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Figure 1 | Schematic representation of the experimental design. The study was divided into two parts: a pretest and a main experiment. In the pretest, participants were asked to rate the perceived effort of different tasks. In the main experiment, participants were assigned to one of two groups: a control group and an intervention group. The control group performed the task without any additional support, while the intervention group performed the task with the aid of a robotic device. The results of the pretest and the main experiment are presented in the following sections.

Downloaded from <http://www.jstor.org/stable/2346191> on Tue, 20 Jun 2016 12:00:11 UTC

**Virginia Department of Conservation and Recreation
Community Flood Preparedness Fund - Round 4 Application Recommendations
April 1, 2024**

APPROVAL OF FUNDING RECOMMENDATIONS					
COSTS WILL BE INCURRED FROM THE SECRETARY OF NATURAL RESOURCES AND THE SPECIAL ASSISTANT TO THE GOVERNOR FOR COMBAT ADAPTATION AND PROTECTION ON 12/1/10 AND FROM THE SECRETARY					
	SUBJECT	AMOUNT	REMARKS	DATE	
SUBJECT: US ACTIVITIES (AT LEAST 21% US)	17,540,000.00	20,796,177.64		10/15/17	1.7%
SUBJECT: HIGH-USE ACTIVITIES	27,540,000.00	22,821,479.70		14,576,576.11	0.7%
TOTAL FUNDS AVAILABLE	45,080,000.00	43,617,657.34		25,372,752.21	

<p>_____ Signature: Stephen Davis, Governor Director of Department Management Department of Conservation and Recreation</p> <p>_____ Signature: David M. Davis Director of Dam Safety & Hazardous Materials and Sea and Water Conservation Department of Conservation and Recreation</p> <p>_____ Signature: [Handwritten] Secretary of Natural Resources</p> <p>_____ Signature: Travis [Handwritten] Secretary of Natural Resources</p>	<p>_____ Date</p> <p>_____ Date</p> <p>_____ Date</p> <p>_____ Date</p>
---	---

	<p>_____ 5-13-24</p> <p>_____ GARY</p>
--	--

Exhibit B

PROJECT DESCRIPTION

The Local Project shall consist of the development of a **CAPACITY BUILDING** for ongoing efforts to alleviate flooding on the south side of Richmond. The Department of Public Utilities is requesting funding to complete a study of the stormwater infrastructure system servicing undeserved areas, to be approved by the Department as meeting all standards of applicable law.

Exhibit C

PROJECT BUDGET

ACTIVITY	ESTIMATED TOTAL COST	ESTIMATED FUNDING FROM GRANT	ESTIMATED FUNDING FROM OTHER SOURCES
CAPACITY BUILDING	\$1,661,720	\$1,495,548	\$166,172 (to be paid in full by Grantee)
	Fringe Benefits	\$0	\$0
	Travel	\$0	\$0
	Salary	\$0	\$0
	Supplies	\$0	\$0
	Construction	\$0	\$0
	Other	\$0	\$0
	Contractual	\$1,495,548	\$166,172

Exhibit D

REQUISITION FORM

[Date]

Division Director, Dam Safety & Floodplain Management
Department of Conservation and Recreation
600 E. Main Street, 24th Floor
Richmond, Virginia 23219

Re: **Virginia Community Flood Preparedness Fund**
City of Richmond CFPF-24-04-25
Grant Number: **CFPF-24-04-25**

Dear Division Director:

This requisition, Number ___, is submitted in connection with the Grant Agreement dated as of **August 1st, 2024** (the “Grant Agreement”) between the Virginia Resources Authority, as Administrator of the Virginia Community Flood Preparedness Fund (the “Fund”), and the **City of Richmond**, a **LOCAL GOVERNMENT** (the “Grantee”). Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of \$_____, for the purposes of reimbursement of the Project Costs associated with **CAPACITY BUILDING**, which is submitted herewith. Additionally, enclosed is the Financial Report Reimbursement Form set forth in **Exhibit E** of this Agreement, detailed invoices relating to the items for which payment is requested and proof of payment for each associated invoice.

The undersigned certifies that (a) the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment, of Project Costs, and (b) any materials, supplies or other costs covered by this requisition are not subject to any lien or security interest or such lien or security interest will be released upon payment of the requisition.

The undersigned certifies to the Virginia Resources Authority, as Administrator of the Virginia Community Flood Preparedness Fund, that insofar as the amounts covered by this Requisition include payments for labor, such work was actually performed and payment for such work has been paid in full.

Sincerely,

(Authorized Representative of the Grantee)

**CERTIFICATE OF APPROVAL BY CERTIFIED FLOODPLAIN MANAGER (CFM)
FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT
CFPF-24-04-25**

Note: This certification does not apply to Capacity Building, Planning or Studies and is only required for Projects funded under the Community Flood Preparedness Fund as such terms are defined in the Grant Manual.

This Certificate is being executed and delivered in connection with Requisition dated _____, 20__, submitted by **City of Richmond**, a **LOCAL GOVERNMENT** (the “Grantee”), pursuant to the Grant Agreement dated as of **August 1st, 2024** (the “Grant Agreement”) between the Virginia Resources Authority, as Administrator of the Community Flood Preparedness Fund (“VRA”), and the Grantee. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition. The undersigned Certified Floodplain Manager for the Grantee hereby certifies to VRA that insofar as the work performed and amounts covered by this Requisition is for work that is in compliance with NFIP standards and meets the requirements of the local floodplain ordinance of the community where work under this Agreement is being performed.

Project deliverable _____

Total amount billed for this Project deliverable _____

Signature of Certified Floodplain Manager

Date

Exhibit E

COMMONWEALTH OF VIRGINIA Department of Conservation and Recreation

Financial Report Reimbursement Form
Virginia Community Flood Preparedness Fund
Agreement No: _____

CID #	_____	Phone #:	_____
Grantee:	_____	Email:	_____
Contact Person:	_____		
Mailing Address	_____		

Project Project Type:	_____		
Project Description	_____		

Reporting Period	January - March	_____	2023
(Select Qtr and Yr)	April - June	_____	2024
	July - September	_____	2025
	October - December	_____	2026

DCR Funds

	Project Budget	Current Expenditures	Cumulative Expenditures	*Unexpended Project Balance
Personnel	_____	_____	_____	_____
Fringe	_____	_____	_____	_____
Travel	_____	_____	_____	_____
Supplies	_____	_____	_____	_____
Contractual	_____	_____	_____	_____
Other	_____	_____	_____	_____
*TOTAL	_____	_____	_____	_____

Total Reimbursement Request: \$ _____ -

MATCH Funds (N/A)

	Project Match Budget	Current Match Expenditures	Cumulative Match Expenditures	*Unexpended Match Balance
Personnel	_____	_____	_____	_____
Fringe	_____	_____	_____	_____
Travel	_____	_____	_____	_____
Supplies	_____	_____	_____	_____
Contractual	_____	_____	_____	_____
Other	_____	_____	_____	_____
*TOTAL	_____	_____	_____	_____

Authorized Signature: _____

Title: _____

Date: _____

Exhibit F Quarterly Reporting Form

Virginia Department of Conservation and Recreation
Virginia Community Flood Preparedness Fund Grant Program

Quarterly reports must be submitted within 30 days following the end of each quarter. Final reports are due within 30 days following the project end date. Due dates are as follows:

- *Quarter ending September 30 – reports due October 30th*
- *Quarter ending December 31 – reports due January 30th*
- *Quarter ending March 31 – reports due April 30th*
- *Quarter ending June 30 – reports due July 30th*

Agreement Number: _____ **Calendar Year:** _____

Quarter Ended: 9/30 _____ 12/31 _____ 3/31 _____ 6/30 _____

Grantee: _____ **CID #:** _____

Contact Name and Title: _____

Contact Phone No: _____ **Contact Email:** _____

Project Type: _____

Project Description: _____

Brief Description of Activity	
Progress Achieved Toward Milestone During this Quarter	

Progress Anticipated During Next Quarter	
Anticipated Completion Date for this Activity and Remaining Steps	

Printed Name: _____ Date: _____

Signature: _____

Title: _____

DCR Signature Approval and Date: _____

Exhibit G
Extension Request Form

Virginia Department of Conservation and Recreation
Virginia Community Flood Preparedness Fund Grant Program

*Request to Amend Contract between Virginia Resources Authority and Grant Recipient of the 2023
Virginia Community Flood Preparedness Fund Grant*

All projects are required to be completed no later than 36 months following the issuance of a signed agreement between the applicant and VRA on behalf of the Department. A one-year extension may be granted at the discretion of the Department provided the project commenced within nine (9) months of award and such request is received not later than 90 days prior to the expiration of the original agreement. Requests should be emailed to cfpf@dcrr.virginia.gov. If email is not available, please mail to:

Virginia Department of Conservation and Recreation
Attention: Virginia Community Flood Preparedness Fund
Division of Dam Safety and Floodplain Management
600 East Main Street, 24th Floor
Richmond, Virginia 23219

Grant Recipient: _____

Contact Name: _____

Mailing Address (1): _____

Mailing Address (2): _____

City: _____ State: _____ Zip: _____

Is this a new address? ☐ Yes ☐ No *Has the Contact Name changed?* ☐ Yes ☐ No

Telephone Number: (____) _____ Cell Phone Number: (____) _____

Email Address: _____

Grant Number: _____

HE DEPARTMENT Use Only

Virginia Department of Conservation and Recreation	Date Approved	Date Denied
Printed Name	Title	

Reason for Denial

VRA Use Only

Virginia Resources Authority	Date Received	Date Grant Modified
Printed Name and Title		