

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency

OMB Control Number: 1660-0083
Expiration: 4/30/2018

PROMISSORY NOTE

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 4 hours per response. The burden estimate includes time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street SW, Washington, DC 20472, Paperwork Reduction Project (1660-0083). **NOTE: Do not send your completed questionnaire to this address.**

PRIVACY NOTICE

This information is being collected under the authority of Section 417 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, (42 U.S.C. 5121-5207), and 44 CFR, § 206.364. DHS/FEMA will use this information to provide operational funding to help local governments that have incurred a significant loss in revenue, due to a major disaster, that has or will adversely affect their ability to provide essential municipal services. The information will be used by and disclosed to DHS personnel and contractors, state government officials, or other agents who need the information to assist in activities related to disaster relief. In addition, the information on this form may be disclosed as generally permitted under the Freedom of Information Act, as amended (5 U.S.C. § 552). Furnishing this information is voluntary; however, failure to furnish the requested information may delay or prevent the completion of your loan application and disbursement.

PART I: COMMUNITY DISASTER LOAN

1. NAME AND ADDRESS OF BORROWER:

Government of the US Virgin Islands

2. TELEPHONE
NUMBER: [REDACTED]

3. LOAN
NUMBER: [REDACTED]

DATE: January 3, 2018

Government of the US Virgin Islands

(herein called "Borrower") promises to pay to the Order of the United States of America, acting through the Federal Emergency Management Agency, (herein called the "Government") at its office in 500 C Street S.W., Washington, DC 20472

The principal sum of sixty-five million dollars (\$ 65,000,000),

plus interest on the unpaid principal balance at the rate of see terms on Note Addendum percent

(%) per annum. The principal and interest less such amounts as may be canceled pursuant to Section 417 of the Stafford

Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, and Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2017 are due on 10/1/2037.

The term of this note may be extended at the sole discretion of the Government. However, prepayments may be made as provided below.

The loan shall be paid in increments to Borrower as requested by Borrower and approved by Government. Interest shall be charged on each loan increment from the actual date of payment by the Government.

Every repayment made on this loan shall be applied first to interest and then to principal.

Prepayment of schedule installments, or any portion thereof, may be made at any time at the option of Borrower. Such payments shall be applied to the installments last to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments.

Any costs incurred by the Government in collecting this note shall be added to the unpaid balance of the loan, bear interest at the same rate as this loan, and are immediately due without demand.

The Government may extend, or renew, this note without affecting any other rights it has against the Borrower or any other party.

Borrower agrees to use this loan solely for purposes authorized by the Government.

In the event of default on this note by the Borrower, the Department of Homeland Security/Federal Emergency Management Agency will take action to recover the outstanding principal plus related interest under Federal Debt collection authorities, including administrative offset against other Federal funds due the Borrower and/or referral to the Department of Justice for judicial enforcement and collection.

PROMISSORY NOTE (Continued)

DEFAULT hereunder shall constitute default under any other instrument evidencing a debt of borrower owing to or insured by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default hereunder. UPON ANY SUCH DEFAULT, the Government at its option may declare all or part of such indebtedness immediately due and payable.

This note is given as evidence of a loan to Borrower made by the Government pursuant to section 417 of the Stafford Act (Public Law 93-288, as amended) and Federal Emergency Management Agency.

ATTEST

(Title of Attesting Official)

[SEAL]



Government of the US Virgin Islands

(Name of Borrower)

(Signature of Executive Official)

(Title of Executive Official)

(Post Office Box No. or Street Address)

(City, State, and Zip Code)

PART II: COMPONENT UNIT CO-SIGNER

Is the Component Unit co-signing this note?

- Yes If Yes, Component Unit must complete Part II.
 No If No, attach FEMA Form 90-100, Collateral Security.

ATTEST

(Signature of Attesting Official)

(Name of Component Unit Co-Signer)

(Title of Attesting Official)

(Signature of Co-Signer)

[SEAL]

(Title of Component Unit Official)

PART III - SCHEDULE OF LOAN INCREMENTS TO BE DISBURSED TO BORROWER

AMOUNT	DATE	AMOUNT	DATE
(1) \$		(6) \$	
(2) \$		(7) \$	
(3) \$		(8) \$	
(4) \$		(9) \$	
(5) \$		(10) \$	

PAY TO THE ORDER OF:

Government of the VI

PART IV - RECOVERY DIVISION, PUBLIC ASSISTANCE BRANCH AUTHORIZATION

TYPED NAME AND TITLE(Authorizing Official)

SIGNATURE

PROMISSORY NOTE (Continued)
Terms & Conditions

Loan Number [REDACTED]

Applicant Name Government of the US Virgin Islands

Additional Terms:

Rules of Interpretation

The Promissory Note, together with the Local Government Resolution-Collateral Security and these attached Additional Terms to the Promissory Note shall be collectively referred to as the Note. To the extent there is a conflict between the terms and conditions in the Additional Terms and the form of Promissory Note, the terms and conditions in the Additional Terms shall control.

Loan Purpose

The purpose of the loan is to support actual, immediate cash needs as necessary to maintain essential operations of the Government of the Virgin Islands and its component units, including but not limited to the Virgin Islands Waste Management Authority, in the wake of Hurricanes Irma and Maria, consistent with the eligible uses and terms specified herein.

Amount

The maximum commitment amount of the loan is \$ 65,000,000.00

Term

The term of the loan is 20 years.

Availability of funds

The loan may be drawn upon until August 31, 2018 after which no drawdowns shall occur.

Amortization

Repayments of the loan shall begin October 1, 2019, with interest only from October 1, 2019 through April 1, 2022, followed by graduated principal amortization payments beginning October 1, 2022, as specified by the Government in an amortization schedule.

Repayment

Repayments shall be made semi-annually on October 1 and April 1.

Repayments shall be applied first to accrued interest, then to outstanding principal, then to late charges, if any, then to premiums, if any.

Any amounts repaid may not be re-borrowed.

Prepayments

The Borrower may prepay all or part of the Note at par.

Interest

Interest will accrue on each drawdown from the date of the drawdown.

The interest rate for each drawdown will be equivalent to the current market yields on outstanding marketable obligations of the United States of comparable maturity as such drawdown, as determined by the Secretary of the Treasury.

The interest rate will be determined separately for each drawdown.

Interest accruing during the deferral period from the date of each drawdown through September 30, 2019 shall be payable beginning October 1, 2019 at the same rate applied to each drawdown and shall accrue on the sum of the outstanding deferred amounts.

Loan Funding

Loan proceeds will be paid to the Borrower in increments based on the Borrower's actual, immediate cash needs as necessary to maintain essential operations. The Government shall specify the rules and procedures for determining the timing and amount of drawdowns.

For the period until September 30, 2018, the Government may specify the Borrower's maximum cash balance to ensure that amounts drawn down are not in excess of actual, immediate cash needs.

The Borrower shall maintain a segregated non-commingled bank account for loan proceeds that is not subject to any liens of the Borrower's other creditors and shall account for the expenditure of such proceeds in separate non-commingled funds.

[REDACTED]
Unit Representative Name

[REDACTED]
Unit Representative Signature

PROMISSORY NOTE (Continued)
Additional Terms

Loan Number 

Applicant Name Government of the US Virgin Islands

Additional Terms:

Drawdown Requests

The Government may limit amounts drawn down based on the Borrower's cash on hand and analysis of the Borrower's expected cash collections and disbursements.

The Borrower must certify to the Government its current cash position with each drawdown request.

The Borrower must itemize, to the satisfaction of the Government, the uses of requested drawdown amounts based on categories specified by the Government.

The Government may prescribe minimum and maximum drawdown amounts.

Use of Proceeds

Eligible uses of loan proceeds are for governmental operations for essential services such as:

- Employee payroll and benefits
- Facilities maintenance costs that are not capital expenditures or infrastructure improvements
- Unreimbursed disaster related expenditures
- Normal operational materials, supplies, vendor, and services payments

Ineligible uses of loan proceeds include:

- Debt service
- Capital improvements
- Repair or restoration of damaged public facilities
- Paying the non-federal share of any Federal program
- Tax refunds
- Lobbying
- Deposits, transfers, or payments to accrual accounts, reserve funds, or contingency accounts that do not represent an actual, immediate cash disbursement to continue current government operations for essential services, with the exception of deposits to debt service reserve funds upon initial issuance of bonds that may serve as collateral for the Note, in accordance with the debt service reserve requirements of the bond indentures
- Administrative costs of Federal disaster assistance grants and loans
- Disaster related expenditures eligible for reimbursement from the Federal Government

Loan Cancellation and Modification

The Note may be cancelled in whole or in part at the sole discretion of the Secretary of Homeland Security in consultation with the Secretary of the Treasury.

The Note may be modified at the sole discretion of the Government, by reprofiling or restructuring the debt, upon request of the Borrower.

Reports

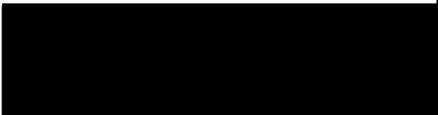
For the period until September 30, 2018, the Borrower must submit reports on cash receipts, cash outlays, restricted and unrestricted cash balances, and other cash flows on a weekly basis and with each drawdown request.

While the Note is outstanding, the Borrower must submit budget reports on revenues and expenditures at least monthly, and must submit a copy of annual audited financial statements within 270 days after the end of each fiscal year.

The Borrower must submit information to validate, to the Government's satisfaction, the Borrower's use of loan proceeds, including but not limited to invoices, contracts, and reports from contractors and suppliers. The Borrower shall not take any action or agree to any terms with a contractor or supplier that would impede the Government's ability to verify the use of loan proceeds.

The Borrower must provide prompt notification to the Government if loan proceeds are drawn down and associated expenditures do not occur as planned.


Unit Representative Name


Unit Representative Signature

PROMISSORY NOTE (Continued)
Additional Terms

Loan Number 

Applicant Name Government of the US Virgin Islands

Additional Terms:

Actions Requiring Government Consent

Beginning January 3, 2018, the Borrower, and any component unit receiving loan proceeds, shall not sell, pledge, grant security in or liens on any equipment items valued in excess of \$25,000, real property, intangible assets, or any financial assets excepting financial assets of trust funds established prior to January 3, 2018 in accordance with the terms of the applicable indentures or resolutions governing such funds, or any revenue streams, or issue any debt under any indenture or resolution, or otherwise borrow money while the Note is outstanding, without the written consent of the Government.

If a component unit receives loan proceeds, the component unit's functional responsibilities shall not be sold, outsourced through concession agreements, or otherwise transferred to another entity, while the Note is outstanding, without the written consent of the Government.

Collection

The Government may collect any amounts owed, regardless of whether amounts owed are past-due and regardless of whether the Borrower has defaulted, through any legal means and with due process, including but not limited to the offset - as authorized pursuant to 31 U.S.C. § 3716, common law (including, but not limited to, any payments made under title 26 of the U.S.C.), or other authority - of Federal payments to the Borrower or its component units, or the reduction of Federal budget authority allocated to the Borrower or its component units.

Documentation and Inspection

The Government may specify the forms of drawdown requests, reports, certifications, legal opinions, closing certificates, and other documents and artifacts required herein, to include any additional terms and conditions not explicitly stated herein.

The Borrower and a component unit receiving loan proceeds shall maintain books and records to substantiate drawdowns, use of funds, and compliance with other terms and conditions herein, and shall permit the Government and its duly authorized contractors or agents to inspect such books and records.

Component Units

If the Borrower transfers loan proceeds to a component unit of the Borrower, then at the Government's sole discretion some or all of the terms herein may apply directly to the component unit in addition to the Borrower.

If the Borrower transfers loan proceeds to a component unit of the Borrower, then at the Government's sole discretion the component unit may be required to co-sign the Note to evidence that the component unit is, to the extent it receives loan proceeds, a co-obligor with responsibility for repayment with the Borrower.

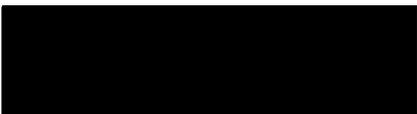
Collateral / Security Interest

General Obligation. The Note is a general obligation of the Government of the U. S. Virgin Islands (Borrower) secured by the full faith and credit and taxing power of the Borrower. The Borrower shall provide legal opinions and evidence satisfactory to the Government that the Note is a valid obligation of the Borrower.

Collateral / Security Covenants

Previously Unpledged Revenues. To further secure the prompt and complete payment of the Note as and when due, and for the Borrower's performance of all required covenants and obligations pursuant to the Note, the Borrower covenants and agrees to use its best efforts, commencing immediately after the execution of this Note, to pledge and grant to the Government a senior lien on and a senior security interest in all right, title, and interest of the Borrower in and to revenues of the Borrower acceptable to the Government, including, as an example, income taxes, that have not been pledged and/or unencumbered as of the date on which such revenues are pledged to the Government ("previously unpledged revenues"). After the Borrower has taken the necessary measures, the Borrower shall provide legal opinions and evidence satisfactory to the Government which confirm that the Government has a senior lien on all such previously unpledged revenues acceptable to the Government.


Unit Representative Name


Unit Representative Signature

PROMISSORY NOTE (Continued)
Additional Terms

Loan Number 

Applicant Name Government of the US Virgin Islands

Additional Terms:

Gross Receipts Tax Bond Collateral. Following consultation with the Government, the Borrower shall use its best efforts to pledge and assign to the Government and grant the Government a continuing security interest in all right, title, and interest of the Borrower in and to Virgin Islands gross receipts tax revenues under Section 43 of Title 33 of the Virgin Islands Code. Such measures may include, but are not limited to, periodically performing the tests required under the gross receipts tax indenture for issuing additional bonds, and obtaining consent from existing bondholders to waive the additional bonds test. Upon satisfaction of any conditions precedent to issuing additional bonds, the Borrower shall issue senior lien bonds, notes, or other evidences of indebtedness in accordance with the gross receipts taxes indenture as evidence of its obligations under this Note.

Matching Fund Bond Collateral. Following consultation with the Government, the Borrower shall use its best efforts to pledge and assign to the Government and grant the Government a continuing security interest in all right, title, and interest of the Borrower in and to Virgin Islands matching fund revenues under Section 42 of Title 33 of the Virgin Islands Code. Upon satisfaction of any conditions precedent to issuing additional bonds, the Borrower shall issue senior lien bonds, notes, or other evidences of indebtedness in accordance with the matching fund revenue indenture as evidence of its obligations under this Note.

Collateral Substitution. To the extent the Borrower pledges and assigns to the Government and grants the Government a continuing security interest in all right, title and interest of the Borrower in and to gross receipts taxes or matching fund revenues, which security interest shall be evidenced by senior lien bonds, notes or other evidences of indebtedness secured pursuant to the gross receipts taxes indenture or matching fund revenue indenture, the Government agrees to release its senior lien on and security interest in previously unpledged revenues in amounts equal to the principal of such senior lien bonds, notes, or other evidences of indebtedness issued in accordance with the gross receipts taxes indenture or the matching fund revenue indenture. As a condition to any such release, the Government shall have received a legal opinion with respect to the bonds issued as collateral covering the enforceability of such bonds and other customary matters including but not limited to due authorization.

If the Borrower issues senior lien bonds, notes, or other evidences of indebtedness under the gross receipts tax indenture or matching fund revenue indenture as evidence of its obligations under this Note, then all payment of principal and interest or any other amounts paid under such senior lien bonds shall be deemed satisfaction of the equivalent payment obligations under the Notes.

Default

The Borrower's material breach of any term or condition of the Note for repayments, certifications, notices, consent rights, ineligible uses of loan proceeds, covenants, or representations and warranties shall constitute a default under the Note.

In the event of a Borrower default, the Government may in its sole discretion specify an acceptable cure and/or cure deadline prior to exercising any other remedy.

In the event of default, the Government may:

- Suspend or withdraw all or part of the maximum commitment amount;
- Declare all or part of the Note immediately due and payable; and/or
- Take any other action available in law or in equity.

Remedies

All of the Government's rights and remedies under the Note and Federal law and regulation are in addition to and non-exclusive of any rights the Government obtains through senior lien Virgin Islands gross receipts tax or matching fund revenue bonds, notes, or other evidences of indebtedness that may be pledged as collateral for the Note. However, to the extent that gross receipts tax or matching fund revenue bonds, notes or other evidence of indebtedness are pledged as collateral for the Note, the Government's right to declare all or part of the Note immediately due and payable upon any default is subject to the rights of other senior lien holders of Virgin Islands gross receipts tax or matching fund revenue bonds, notes, or other evidences of indebtedness.


Unit Representative Name


Unit Representative Signature

PROMISSORY NOTE (Continued)
Additional Terms

Loan Number [REDACTED]

Applicant Name Government of the US Virgin Islands

Additional Terms: *END/*

[REDACTED]
Unit Representative Name

[REDACTED]
Unit Representative Signature



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. E-MAIL CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) -- (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME United States Virgin Islands				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY USA

2. DEBTOR'S NAME: Provide insert only one Debtor name (2a or 2b) -- (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S LAST NAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE OF ASSIGNOR SECURED PARTY): insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME United States of America, acting through the Federal Emergency Management Agency				
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

Collateral described in the Local Government Resolution -- Collateral Security attached hereto and made a part hereof.

RECEIVED LT.GOV. CORP-STT.
'17 DEC 28 PM 5:56

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box <input checked="" type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> Debtor is a Transmitting Utility	6b. Check only if applicable and check only one box <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
--	---

7. ALTERNATE DESIGNATION (if applicable): Lessee/Lessor Cosignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency

OMB Control No. 1660-0083
Expires: November 30, 2018

LOCAL GOVERNMENT RESOLUTION - COLLATERAL SECURITY

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 10 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the needed data, and completing, reviewing, and submitting the form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing this burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC, 20472-3100, Paperwork Reduction Project (OMB Number 1660-0083). **NOTE: Do not send your completed form to the above address.**

RESOLUTION

BE IT RESOLVED BY Legislature OF Government of the US Virgin Islands
(Governing Body) (Public Entity)

THAT we pledge the following listed collateral security to the Federal Emergency Management Agency (FEMA) on the Promissory Note for a Community Disaster Loan for \$ 65,000,000 executed on

December 28, 2017 pursuant to Section 417 of the Robert T. Stafford Disaster

Relief and Emergency Assistance Act, Public Law 93-288, as amended, and FEMA Regulation, 44 CFR 206, Subpart K. We further understand that failure to repay any outstanding principal and related interest on those portions of the loan which do not qualify for loan cancellation as determined by FEMA or any successor agency will result in forfeiture of as much as the listed collateral security as is necessary to collect such outstanding principal and interest. (List the collateral security below. Use additional sheets if needed.)

The Promissory Note is payable from and secured by a pledge of the general obligation of the Government of the Virgin Islands secured by the full faith and credit and taxing power of the Government for each fiscal year while any of the loan is outstanding.

RECEIVED LT.GOV. CORP-STT.
'17 DEC 28 PM5:57

Passed and approved this 1st day of December, 20 17.

[Redacted]
(Name and Title)

[Redacted]
(Name and Title)

[Redacted]
(Name and Title)

CERTIFICATION

I, [REDACTED], duly appointed and [REDACTED] of [REDACTED] (Title)

Government of the U.S. Virgin Islands, do hereby certify that the above is a true and correct copy of a

resolution passed and approved by the Legislature (Governing Body) of Government of the US Virgin Islands (Public Entity)

on the 1st day of December, 20 17

DATED: December 28, 2017



Secretary (Official Position)

[SEAL]

RECEIVED LT. GOV. CORR-STT. '17 DEC 28 PM 5:57

RECORDED

I, [REDACTED] (Name), [REDACTED] (Title), a responsible and authorized official of Government of the US Virgin Islands (Public Entity), do hereby attest that the

Collateral Security Resolution which accompanies this form has been duly recorded at The Office of the Lieutenant Governor, in the form of 2017 V.I. Act 8016, [REDACTED] (Indicate where Recorded)

The Collateral Security Resolution was recorded on the 28th day of December, 20 17

DATED: December 28, 2017



Director of Corporation and Trademarks (Official Position) (Signature)

[SEAL]

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE
REQUIREMENTS**

O.M.B NO. 1660-0025
Expires September 30, 2017

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, and submitting the form. This collection of information is required to obtain or retain benefits. You are not required to submit to this collection of information unless it displays a valid OMB control number. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street SW, Washington, DC 20472-3100, and Paperwork Reduction Project (1660-0025). **NOTE: Do not send your completed form to this address.**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying" and 28 CFR Part 17, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the transaction, grant, or cooperative agreement.

1. LOBBYING

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Standard Form-LLL "Disclosure of Lobbying Activities" attached

(This form must be attached to certification if non-appropriated funds are to be used to influence activities.)

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17.615 and 17.620-

A. The applicant certifies that it will continue to provide a drug-free workplace by;

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A.

A. The applicant certifies that it and its principals:

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the term of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring ion the workplace no later than five calendar days after such convictions;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation act of 1973, as amended; or

(2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

Government of the US Virgin Islands

There are workplaces on file that are not identified

Sections 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a state wide certification.