

NEBRASKA

EMERGENCY MANAGEMENT AGENCY

Agenda Item # 19
Date 6/29/22

Good Life. Great Strength.

Dodge County Emergency Management Agency
ATTN: Thomas Smith & Brian Newton
935 N Park Ave. Ste 101B
Fremont, NE 68025

Effective Date: 04/19/2022

Subject: Subaward Approval for EMK-2020-BR-013-0015 West Fremont West Fremont Project Scoping – Flood Hazard

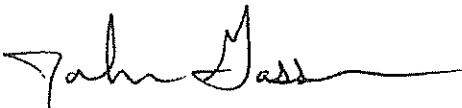
Dear Thomas Smith & Brian Newton,

Congratulations, on behalf of the Nebraska Emergency Management Agency, your subapplication for financial assistance submitted under the Fiscal Year 2020 Building Resilient Infrastructure and Communities funding opportunity has been approved in the amount of \$187,500.00 in Federal Funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than \$62,500.00 for a total approved budget of \$250,000.00.

By accepting this award, you assume certain administrative and financial responsibilities including the timely submission of all financial and programmatic reports, resolution of all interim audit findings and the maintenance of a minimum level of cash on hand. Should you not adhere to these responsibilities, you will be in violation of the terms of this award.

If you have any questions regarding this matter, please reach out to the Hazard Mitigation team at nema.hazardmitigation@nebraska.gov.

Sincerely,



John Gassmann
State Hazard Mitigation Officer
Hazard Mitigation Unit Supervisor

Daryl Bohac, Director

Nebraska Emergency Management Agency

2433 NW. 24th Street

OFFICE 402-471-7421 FAX 402-471-7433

Lincoln, Nebraska 68524

GRANT AGREEMENT
Between
Nebraska Emergency Management Agency (NEMA)
And
Dodge County Emergency Management Agency

Project Title: West Fremont Project Scoping – Flood Hazard

Grant Agreement No: EMK-2020-BR-013

Project No: 0015

Federal Tax ID#: 476006454

UEI No: ULCJNQB2ER31

FIPS Code: 17670

Period of performance start date: 4/19/2022

Period of performance end date: 4/18/2025

Federal funds obligated amount: \$187,500.00

CFDA #: 97.047 – (Building Resilient Infrastructure and Communities)

SCOPE OF WORK

This Hazard Mitigation Assistance Grant Agreement (AGREEMENT) is to provide Dodge County Emergency Management (SUBRECIPIENT) with federal assistance from the Building Resilient Infrastructure and Communities funds for the above-referenced mitigation grant. The federal share shall not exceed \$187,500.00 or 75% of the actual allowable project costs, whichever is less. The SUBRECIPIENT shall provide at least \$62,500.00 (25%) through local non-federal (cash or in-kind) sources for actual allowable project costs. Any changes to the approved scope of work or amount budgeted must be submitted to and approved by NEMA prior to executing the changes. The SUBRECIPIENT is required to obtain all necessary permits before construction begins.

AGREEMENTS

NEMA will provide financial oversight and management in the role of RECIPIENT based on the grant guidance, the grant financial guide, and all other applicable State and Federal guidelines. The RECIPIENT will provide technical assistance and direction to the SUBRECIPIENT on programmatic and financial requirements. The RECIPIENT will provide all appropriate documents and forms and make payments to the SUBRECIPIENT to complete the approved scope of work.

The RECIPIENT is responsible for monitoring SUBRECIPIENT activities to provide reasonable assurance that the SUBRECIPIENT administers federal awards in compliance with federal and state requirements. Responsibilities include the accounting of receipts and expenditures, cash management, and maintaining adequate financial records.

Additionally, the RECIPIENT will monitor the SUBRECIPIENT to ensure that the program goals, objectives, timelines, budgets, and other related program criteria are being met. Monitoring will be accomplished through quarterly reporting, reviewing expenditures for reimbursement, and, when necessary, on-site monitoring. Monitoring will involve the review and analysis of the financial, programmatic, and administrative issues relative to the program and will identify areas where technical assistance and other support may be needed.

The SUBRECIPIENT will pass appropriate resolutions to assure NEMA that it is participating and will continue participating in the National Flood Insurance Program if mapped.

The SUBRECIPIENT and the SUBRECIPIENT's AUTHORIZED REPRESENTATIVE agree to provide all supervision, inspection, accounting, and other services necessary to complete the scope of work from inception to closeout with the requirements set forth below.

I. ACTIVITY COMPLETION TIMEFRAME

The approved activity completion timeframe for this grant is from 4/19/2022 through 4/18/2023. All work must be completed before the activity completion timeframe ends. The SUBRECIPIENT shall not incur costs or obligate funds for any purpose pertaining to the project's operation, program, or activities beyond the expiration date of the activity completion timeframe.

If a time extension is needed it must be requested at least 75 days prior to the activity completion timeframe end date. All requests must be supported by adequate justification submitted to NEMA in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended activity completion timeframe; and a description of performance measures necessary to complete the project. Without the justification, extension requests will not be processed.

II. AUTHORITIES AND REFERENCES

The SUBRECIPIENT shall comply with all applicable laws, regulations, and policies as defined in the State of Nebraska Hazard Mitigation Administrative Plan. A non-exclusive list of laws and regulations commonly applicable to FEMA grants follows hereto for reference only.

- 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."
- Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act), 42 U.S.C. 5133, as amended by Section 102 of the Disaster Mitigation Act of 2000 (DMA)
- Title 44 of the Code of Federal Regulations (CFR)
- SUBRECIPIENT's application that was received and approved by NEMA and FEMA

III. GRANT MANAGEMENT SYSTEM

To ensure that federal funds are awarded and expended appropriately, the SUBRECIPIENT will establish and maintain a grant management system. The standards for SUBRECIPIENT organizations stem from the Office of Management and Budget's (OMB) Uniform Administrative Requirements and Cost Principles. State, local and tribal organizations must follow the uniform administrative requirements standards in 2 CFR Part 200. These standards, plus the federal Cash Management Improvement Act requirements, constitute the basis for all policies, processes, and procedures set forth in this grant management system for the SUBRECIPIENT.

The SUBRECIPIENT's grant management system must:

- Include internal controls based on the American Institute for Certified Public Accountants (AICPA) definitions and requirements in the government-wide administrative requirements and cost principles
- Include a chart of accounts that includes a separate cost center, fund, or accounting codes for each federal grant or program
- Be in compliance with the Cash Management Improvement Act (CMIA), good business processes and Generally Accepted Accounting Principles (GAAP)
- Include procedures to minimize federal cash on hand
- Include the ability to track expenditures on a cash or accrual basis
- Include the ability to track expenditures in both financial and program budgets
- Include procedures to document all grant-related expenditures
- Include procedures to ensure expenditures are eligible and allowable
- Include the ability to fulfill government-required financial reporting forms

IV. PROCUREMENT

This agreement requires that all procurement is executed by the SUBRECIPIENT. Procurement standards must be in accordance with the written adopted procedures of the SUBRECIPIENT, provided that the local procurement standards conform to applicable State and Federal law and the standards identified in the 44 CFR and 2 CFR Part 200. The SUBRECIPIENT will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations.

V. CONFLICT OF INTEREST

The SUBRECIPIENT will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

VI. WAGE RATES

The SUBRECIPIENT will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §874), the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333) regarding labor standards for federally-assisted construction subawards.

VII. LOBBYING

The SUBRECIPIENT will comply with the provisions of the Hatch Act (5 U.S.C. § 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

VIII. AUDIT

The SUBRECIPIENT will comply with the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR part 200).

IX. PAYMENT REQUEST PROCESS

Payments to SUBRECIPIENTS are based on eligible expenditures specifically related to the approved grant budget and scope of work. SUBRECIPIENTS can request Reimbursement for allowable expenditures already paid during the activity completion timeframe.

Payments shall be limited to the documented cash requirements submitted by the SUBRECIPIENT. The SUBRECIPIENT must submit a completed Payment Request Form and provide supporting documentation of eligible project costs to receive payment of funds.

Reimbursement requests must include payment verification (i.e. paid invoices, receipts, payroll records with personnel activity reports, cancelled checks, general ledger printouts, etc.).

Payment of funds will not be made to a SUBRECIPIENT until NEMA has this grant agreement signed and on file.

Required documents prior to payments from NEMA. Payment of funds will not be made to the SUBRECIPIENT until NEMA has on file the following documents:

- NEMA Award Notification (attached to this AGREEMENT)
- Signed Subaward Agreement
- Substitute W9/Vendor Update Form (if not already on file at NEMA)
- Chart of Accounts verifying that unique revenue and expenditure accounts, cost centers, or account codes have been established within the SUBRECIPIENT's cash management/accounting system for each program included in this AGREEMENT.
- Procurement documents: written procurement and conflict of interest documents, method of procurement, bid specifications reviewed by NEMA, copy of approved and executed contracts between the SUBRECIPIENT and contractor.
- Signed certification from the SUBRECIPIENT's authorized representative for the payment request as outlined in 2 CFR, Part 200, Subpart D, Section 200.415.

X. MATCH VERIFICATION

The maximum federal share for this mitigation grant cannot exceed 75% of eligible grant expenditures. Therefore, the matching funds (cash and in-kind) must be at least 25% of eligible grant expenditures. The SUBRECIPIENT is responsible for submitting proof of the local non-

federal match used for their mitigation grant to NEMA. Expenditures must be in accordance with the approved scope of work and budget and in accordance with the 2 CFR §200.29 and 200.306.

Cash match can be money contributed to the grant by the SUBRECIPIENT, other public agencies and institutions, private organizations, or individuals as long as it comes from a non-federal source. Cash spent must be for allowable costs in accordance with the SUBRECIPIENT's approved scope of work and budget and must apply to the period to which the cost-sharing or matching requirement applies.

In-kind match must comply with the requirements of the 2 CFR§200.343 and 200.344. The value of in-kind contributions is also applicable to the period to which the cost-sharing or matching requirement applies. The in-kind match provided must be documented by the third party contributing the in-kind services. The in-kind match must be specifically stated in the SUBRECIPIENT's scope of work and budget before in-kind match will be allowed to match any mitigation grant. Documentation can be a letter (on letterhead) from the third party stating the scope of their work, what is being contributed as it relates to the scope of work, the value, a statement to the effect that the value is normally charged, and a statement that the value is being waived on behalf of the SUBRECIPIENT to meet the matching requirements to the SUBRECIPIENT's mitigation grant or a spreadsheet detailing in-kind contributions certified by the Authorized Representative.

If the local match is insufficient to satisfy the local match requirements for receiving all available federal funds, the awarded federal funds will be reduced accordingly so as not to exceed the maximum federal share allowed under this award.

XI. REPORTING REQUIREMENTS

The mitigation grant requires quarterly programmatic and financial reporting and progress relative to the approved scope of work. SUBRECIPIENTS are required to complete the quarterly progress report forms provided by NEMA and submit them by the 15th day of the month following each federal fiscal quarter. (See Exhibit A, Section 3.1 for specific dates)

XII. RECORDS AND DOCUMENTATION

The SUBRECIPIENT shall be responsible for keeping records that fully disclose the amount and disposition of funds at all times and the total costs of each project for which the funds are provided.

The SUBRECIPIENT agrees to retain all grant records for three (3) years after being notified by the Nebraska Emergency Management Agency that the grant has been closed by DHS/FEMA.

The state requires the subrecipient to submit backup documentation to substantiate all costs.

The subrecipient will give the federal awarding agency, the Comptroller General of the United States, and if appropriate, the state, through an authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

XII. FLOODPLAIN

The SUBRECIPIENT will comply with all floodplain management laws and regulations, including any special conditions placed on the grant.

XIII. NOTICES AND COMMUNICATIONS BETWEEN NEMA AND SUBRECIPIENT

All written notices and communications to the SUBRECIPIENT by NEMA shall be to:

Thomas Smith, Dodge County EMA Director
Dodge County EMA
935 N Park Ave. Ste 101B
Fremont, NE 68025

Or the Alternate Point of Contact,

Brian Newton, City of Fremont Administrator
Dodge County EMA
400 E Military Ave.
Fremont, NE 68025

All written communications to NEMA by the SUBRECIPIENT and its authorized representative shall be to:

John Gassmann, State Hazard Mitigation Officer
Attention: Hazard Mitigation Unit
Nebraska Emergency Management Agency
2433 NW 24th Street
Lincoln, NE 68524

XII. COMPLIANCE WITH LAWS

The SUBRECIPIENT will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this program.

WAIVERS

No conditions or provisions of this AGREEMENT can be waived unless approved by NEMA and the SUBRECIPIENT, in writing. Unless otherwise stated in writing, NEMA's failure to insist upon strict performance of any provision of this AGREEMENT, or to exercise any right based upon a breach, shall not constitute a waiver of any right or obligation specified under this AGREEMENT.

AMENDMENTS AND MODIFICATIONS

This AGREEMENT may be amended or modified in reference to the grant funds provided, administrative procedures, or any other necessary matter, but not to take effect until approved, in writing, by NEMA.

COMPLIANCE, TERMINATION, AND OTHER REMEDIES

Unless otherwise stated in writing, NEMA requires strict compliance by the SUBRECIPIENT and its authorized representative(s) with the terms of this AGREEMENT and the requirements of any applicable local, state, and federal statute, rules, regulations; particularly those included in the Assurances attached to this grant agreement.

NEMA may suspend or terminate any obligation to provide funding or demand return of grant funds, following notice from NEMA, if the SUBRECIPIENT fails to meet any obligations under this AGREEMENT or fails to make satisfactory progress toward administration or completion of said project.

The SUBRECIPIENT understands and agrees that NEMA may enforce the terms of this AGREEMENT by any combination or all remedies available to NEMA under this AGREEMENT or under any other provision of law, common law, or equity.

INDEMNIFICATION

1. It is understood and agreed by NEMA and the SUBRECIPIENT and its agents that this AGREEMENT is solely for the benefit of the parties to this grant and gives no right to any other party.
2. The SUBRECIPIENT, on behalf of itself and its successors and assigns, agrees to protect, save, and hold harmless NEMA and the State of Nebraska, and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the negligent acts, errors, or omissions of the SUBRECIPIENT or its authorized representative, its contractors, subcontractors, assigns, agents, licensees, arising out of or in connection with any acts or activities authorized by this AGREEMENT. The SUBRECIPIENT's obligation to protect, save, and hold harmless as herein provided shall

3. not extend to claims or causes of action for costs, damages, or expenses caused by or resulting from the negligent acts, errors, or omissions of NEMA, the State of Nebraska, or any of their authorized agents or employees.
4. The SUBRECIPIENT further agrees to defend NEMA, the State of Nebraska, and their authorized agents and employees against any claim or cause of action, or to pay reasonable attorney's fees incurred in the defense of any such claim or cause of action, as to which the SUBRECIPIENT is required to protect, save, or hold harmless said parties pursuant to paragraph 2 of this part. The SUBRECIPIENT's obligation to defend, or to pay attorney's fees for the defense of such claims or causes of action as herein provided, shall not extend to claims or causes of action for costs, damages, or expenses caused by or resulting from the negligent acts, errors, or omissions of NEMA, the State of Nebraska, or any of their authorized agents or employees.

ACKNOWLEDGMENTS

The SUBRECIPIENT shall include, in any public or private release of information regarding the project, language that acknowledges the funding contribution through NEMA by FEMA.

INDEPENDENT CONTRACTOR STATUS OF APPLICANT

The SUBRECIPIENT, its officers, employees, agents, and council members shall all perform their obligations under this AGREEMENT as an independent contractor and not in any manner as officers, employees, or agents of NEMA or the State of Nebraska. All references herein to the SUBRECIPIENT shall include its officers, employees, city council/board members, and agents.

RESPONSIBILITY FOR PROJECT

While NEMA undertakes to provide technical assistance to the SUBRECIPIENT and its authorized representative in the administration of the project, said project remains the sole responsibility of the applicant in accomplishing grant objectives and goals. NEMA undertakes no responsibility to the SUBRECIPIENT, or any third party, other than what is expressly set out in this AGREEMENT.

ENTIRE GRANT AGREEMENT

This AGREEMENT sets forth the entire AGREEMENT between NEMA and the SUBRECIPIENT with respect to subject matter hereof. Commitments, warranties, representations and understandings or agreements not contained, or referred to, herein or amended thereto shall not be binding on either NEMA or the SUBRECIPIENT. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this AGREEMENT will be effective without written consent of both parties.

IN WITNESS WHEREOF, NEMA and the SUBRECIPIENT have executed this AGREEMENT by the signatures of authorized persons of both entities and on the dates indicated below:

RECIPIENT

Nebraska Emergency Management Agency

Ervin L. Portis, Governor’s Authorized Representative

Date

SUBRECIPIENT

Dodge County Emergency Management Agency

Authorized Representative

Date

Authorized Representative Printed Name

Authorized Representative Title

EXHIBIT A: Scope of Work-Reporting & Administrative Requirements-Project Budget

1. GENERAL DESCRIPTION OF THE PROJECT(S).

1.1 Project Description: Develop or conduct engineering, environmental, feasibility and/or benefit cost analyses related to flood hazards.

1.2 Project Expenses: Project expenses include those costs identified and approved in the application and budget. Documented pre-award costs related to the development of the grant application as noted in the subapplication and approved budget may also be used to meet local match requirements or reimbursed.

1.3 Non-Federal Match: This Grant Requires a non-federal match contribution of 25% of the total Grant budget. The non-Federal match is shared by Dodge County.

1.4 Project Timeline (from approved HMGP subapplication)

Milestone Completion Timeline	
Project Milestone	Expected Completion Date/Period
Request for Qualifications – Vendor Procurement and Selection	1 month
Stakeholder Meeting – Alternate Solutions	2 months
Project Screening Meeting – Scope Alternatives	2 months
Final Project Design Summary to Stakeholders	2 months
Hazard Mitigation Project Application Development	2 months
Final Coordination with State/FEMA	2 months

2. DELIVERABLES

2.1 Deliverables: Grantee shall submit narrative and financial reports describing project progress and accomplishments. Any delays in meeting the objectives and expenditures to date, as described in Section 3 of this Exhibit A, may result in loss of project funding. Copies of relevant documentation (including invoices, quarterly reports, and requests for reimbursement) must be submitted to NEMA.

Additional deliverables for this project a completed HMA application, including the following:

- Develop or conduct engineering, environmental, feasibility and benefit cost analyses
- Develop a mitigation project application
- H & H Studies
- Conceptual designs
- Final engineering project design
- EHP Consultations
- Topographic maps
- Project Costs – potential funding sources
- Budget Narrative
- Project preferred alternative

3. REPORTING REQUIREMENTS:

3.1 Quarterly Progress Reports and Financial Status:

Reporting Period		
Quarter Number	Period (Months)	Due Date
1	October - December	January 15
2	January - March	April 15
3	April - June	July 15
4	July - September	October 15

4. ADMINISTRATIVE REQUIREMENTS (Project specific requirements):

The SUBRECIPIENT will adhere to the current and applicable FEMA administrative requirements described in the Hazard Mitigation Assistance Guidance and Addendum published February 27, 2015 (or subsequent and superseding program policy, as applicable).

The SUBRECIPIENT will ensure that all necessary documentation and deliverables are completed and submitted to the State within 30 days of the Grant Agreement expiration date. SUBRECIPIENT will ensure all closeout requirements outlined in FEMA Hazard Mitigation Assistance Guidance (2015) are met at the time of subaward closeout.

The SUBRECIPIENT and the SUBRECIPIENT’s authorized representative agree to provide all supervision, inspection, accounting, and other services necessary to complete the scope of work from inception to closeout with the requirements set forth below.

5. PROJECT BUDGET (as approved in Subapplication):

Budget Summary				
Item	Quant.	Unit of Measure	Cost per Unit	Total Cost
Project Summary – Application Development	1	Each	\$42,500	\$42,500.00
Benefit Cost Analysis	1	Each	\$12,500	\$12,500.00
Hydrology and Hydraulic Study	1	Each	\$70,000	\$70,000.00
Conceptual Solution Design	1	Each	\$125,000	\$125,000.00
Grant Total:				\$250,000.00

Cost Share Breakdown			
Source		Amount	Percentage of Total
Federal Share HMGP	FEMA	\$187,500.00	75 %
Non-Federal	Dodge County EMA	\$62,500.00	25 %
Grant Total:		\$250,000.00	100 %

Building Resilient Infrastructure and Communities Grant Agreement
EMK-2020-BR-013-0015
West Fremont Project Scoping – Flood Hazard

EXHIBIT B: NEMA Subaward Notification Letter

EXHIBIT C: FEMA Record of Environmental Consideration

Building Resilient Infrastructure and Communities Grant Agreement
EMK-2020-BR-013-0015
West Fremont Project Scoping – Flood Hazard

EXHIBIT D: Signed authorized representative form

Nebraska Emergency Management Agency Hazard Mitigation Assistance Grant Programs Authorized Representative Designation

Subgrantee: Dodge County

HMGP/BRIC Project Name: West Fremont Scoping Project

	Authorized Representative Must be an individual who is authorized to allocate funds for the applying entity	Primary Point of Contact Will be NEMA's Point of Contact for the duration of the project.	Fiscal Officer Must be an individual who will be completing the fiscal transactions
Name:	Thomas Smith		Thomas Smith
Organization:	Dodge County Emergency Management		Dodge County Emergency Management
Official Position:	Director		Director
Street Address:	435 N Park Ave		435 N Park Ave
Mailing Address:	435 N Park Ave STE 101B		435 N Park Ave STE 101B
City:	Fremont		Fremont
State, Zip + Four:	68025-4977		68025-4977
Phone:	402-727-2785		402-727-2785
Fax Number:			
Email:	emergencymanagement@dodgecountyne.gov		emergencymanagement@dodgecountyne.gov
<input checked="" type="checkbox"/> Check here if Authorized Representative and Primary Point of Contact are the same individual			

The above Authorized Representative and Primary Point of Contact are hereby authorized to execute and file application for this mitigation project on behalf of this organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act or otherwise available. Designated Project officers are authorized by the below Certifying Official to represent and act for this organization in all dealings with the State of Nebraska for all matters pertaining to this grant and will serve as the single point of contact.

Signature of Authorized Official

Date

Printed Name of Authorized Official

