

Hazard Mitigation Grant Agreement
Dodge County Home Mitigation Project
DR-4420-NE-0032

Agenda Item # 156
Date 11/16/22

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

Project Title: Dodge County Home Mitigation Project

Grant Agreement No: DR-4420-NE

Project No: 0032

Federal Tax ID#: 47-6006454

DUNS No: 782196059

UEI No: SEVKMM9Q25D7

FIPS Code: 31053

Period of performance start date: March 21, 2019

Period of performance end date: September 17, 2023

Federal funds obligated amount: \$383,536.50

CFDA #: 97.039 (Hazard Mitigation Grant Program)

SCOPE OF WORK

This Grant Assistance Agreement (AGREEMENT) is to provide Dodge County (SUBRECIPIENT) with federal assistance from the Hazard Mitigation Grant Program funds for the above referenced mitigation grant. The federal share shall not exceed \$383,536.50 or 75% of the actual allowable project costs, whichever is less. The SUBRECIPIENT shall provide at least \$127,845.50 (25%) through local non-federal (cash and/or in-kind) sources for actual allowable project costs. The SUBRECIPIENT Management Cost for the above referenced mitigation grant, 100% federally funded, have been approved (\$25,541.25). Management Costs are based on actual documented incurred management costs, up to 5% of the total amount of the HMGP award. Management Costs are subject to incremental funding obligations; therefore, FEMA has released to the state \$14,441.25 (100% Federal funds) in approved Subrecipient Management Cost funding for budget year one. These funds are to assist the SUBRECIPIENT with completing the approved scope of work in accordance with the work schedule, milestones, and scope of work that was submitted to and approved by the Nebraska Emergency Management Agency (NEMA) and the Federal Emergency Management Agency (FEMA). Any changes to the approved scope of work and/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 the maintaining of adequate financial records.

Additionally, the SUBRECIPIENT will be monitored by the RECIPIENT to ensure that the program goals, objectives, timelines, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of monthly check-in meetings and quarterly reporting, reviewing of 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 to participate, 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 October 11, 2022 through September 17, 2023. All work must be completed prior to the activity completion timeframe ending. The SUBRECIPIENT shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, 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
- State of Nebraska Administrative Plan for the Hazard Mitigation Grant Program

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 requirements of the federal Cash Management Improvement Act 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 that are specifically related to the approved grant budget and scope of work. SUBRECIPIENTS can request Reimbursement for allowable expenditures already paid at any time 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 print outs, etc.).

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

Payments to subrecipients are based on eligible expenditures that are specifically related to the approved subaward budget and scope of work. The SUBRECIPIENT has two options available to them when requesting payments from NEMA. Subrecipients can request **Reimbursement** for allowable expenditures already paid, or request an **Advance** for expenditures to be paid within 30 days. Advance payments will only be entertained for certain projects. Below notes whether or not this project is allowed advance payments:

YES NO

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 subaward 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.). NEMA reserves the right to request that the SUBRECIPIENT submit additional documentation expenditures upon request. Additional documentation for Acquisitions: Purchase Offers, HUD Settlement Statements, and copies of tax assessment records, copies of appraisals if used as the basis for pre-flood fair market value, invoices, and copies of all payments.
- **Advance** payment requests must include the detailed costs the SUBRECIPIENT is obligated to pay (i.e. invoices, accepted quotes, executed contracts, or other documents). Payment verification documents (same documents required for a Reimbursement request) for the advance must be submitted to NEMA within 30 days after the advance, and before future advances are made. If the SUBRECIPIENT is unable to demonstrate; the willingness to maintain written procedures that minimize the time elapsing between the transfer of funds and disbursement by NEMA; a financial management system that meets the standards for fund control and accountability as established in 2 CFR, Part 200; or is considered a High Risk subrecipient; then reimbursement requests will be required.

No more than thirty (30) days should elapse between the date of receipt of a warrant and pay out of the funds by the SUBRECIPIENT. All supporting documentation must be submitted to NEMA immediately following the SUBRECIPIENT's pay out of the funds.

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:

- FEMA 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 to 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 that was 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 SUBRECIPIENT by the SUBRECIPIENT, other public agencies and institutions, private organizations and 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 be applicable 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 that are provided by NEMA and submit them by the 15th day following each federal fiscal quarter. (See administrative plan for specific date.)

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 back-up 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, though any 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 Emergency Management Director
Dodge County
435 N Park Ave
Fremont, NE 68025-4977

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

Chelsea Harris, 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 and the SUBRECIPIENT.

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.

Hazard Mitigation Grant Agreement
Dodge County Home Mitigation Project
DR-4420-NE-0032

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

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: Dodge County is bracketed by two main rivers, the Elkhorn River provides the boundary to the east side of the county and the Platte River to the south. We also have Rawhide Creek that flows from the NW to the SE corner of the county where it dumps into the Elkhorn River. So potentially thousands of homes are in the 100-year floodplain in Dodge County's zoning jurisdiction. The vast majority of our structures were built prior to all current floodplain mapping, NFIP standards, and building regulations and therefore many of them are consequently below the regulatory base flood elevation (BFE) + one-foot freeboard, per the State of Nebraska statutes (Title 455 Ch 1 Minimum standards) and local ordinance requirements. Our main source of flooding is riverine flooding, and when the waters rise, many of these low-lying homes are potentially affected. Unfortunately, the need for housing stock in the county is greater than homes available, and many of the affordable homes are the ones that reside in the Special Flood Hazard Area, SFHA. Dodge County's housing shortage was amplified by the March-July 2019 flooding events, as many homes were damaged, and some destroyed during the 2019 historical flooding. Over 1300 homeowners alone registered for some type of FEMA individual assistance across the county, many of them with home damages. According to the August 2019 HUD Housing Impact Assessment, less than a third of homeowners in Dodge County had any kind of flood insurance on their properties, so many damages were likely not covered in last year's events. For a county that has a predominately blue-collar workforce, these properties cannot be easily fixed or duplicated. It is critical to the success of our working-class families that their homes and properties are preserved and mitigated as best as possible. This could include acquisition and demolition/relocation, mitigation reconstruction, or elevation techniques. In this project we are proposing to mitigate the homes by elevating their utilities and/or their first floor living area above the base flood elevation requirements (BFE + 1 foot freeboard), to avoid the risk of future damage and loss from flooding. These nonstructural flood proofing measure is the single feasible mitigation action outlined in the 2015 USACE study of the Platte River for Dodge County. These homeowner mitigation actions will potentially save lives, reduce disaster damages & NFIP claims, and hopefully preserve some of the current housing stock, as well as increase our county's resiliency.

The attached PSI list now includes only 5 properties in Dodge and Saunders Counties. The Saunders County property is included on this application with concurrence from Saunders County EMA staff and county officials, as the parcel was originally in Dodge County and is still considered in the City of Fremont's ETJ with their address in Fremont, NE (Campbell) Dodge, County. This project includes five voluntary parcel owners who are wanting to elevate their home's utilities and/or their first-floor living area to above the required BFE elevations plus freeboard. All of these homes sustained damage in the 2019 flooding, but none were substantially damaged, and all have completed repairs to their structures since last year's events. As required, all parcels will have new property appraisals done as a part of completing the

floodplain permit requirements. Where applicable in the PSI documents, these market values will be included. Several of the parcels will include filling their sub-grade levels in conjunction with elevating their homes, to exceed the BFE protection standards for the first floor living area. These areas will be fully compliant with floodplain management regulations, statutory requirements, and building code stipulations per the state Title 455 Chapter 1. All modifications will be designed according to the ASCE 24-14 and include appropriate mechanical flood venting as applicable for each structure’s mitigation actions and will exceed the square-footage to square inch requirements in venting capacity, per the ASCE 24-14 and the FEMA TB-1. Parcel details are outlined in Part B.1. in the next section.

PSI Properties 2,4,6 & 9 are removed from the project as of March 30, 2022, and the pre-award activities for these four properties are included in this application.

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 and site feasibility studies and surveys, elevation certificates, structural assessments, and EHP notifications, as noted in the HMGP DR-4420 subapplicant application 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 (on behalf of the homeowners).

1.4 Project timeline (from approved HMGP subapplication)

Project milestone	Expected completion date/period
Pre-award Sub Grant Development, homeowner meetings	October 11, 2022
Sub-grant agreement, state paperwork, kick-off meeting, homeowner meeting	November 11, 2022
Procurement, bids and awards	December 11, 2022
Permitting, property assessments	March 11, 2023
Mobilization, site inspections and preparations	February 11, 2023
Construction, basement fills, elevations	August 11, 2023
Site clean up, seeding, demobilization	September 11, 2023
Local/state inspections	September 11, 2023
Account reconciliation	September 11, 2023
Project closeout	September 11, 2023

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, requests for reimbursement all must be submitted to NEMA in accordance with this grant agreement.

3. REPORTING REQUIREMENTS:

3.1 Quarterly Progress Reports and Financial Status:

Report Period	Due Date
Quarter 1 (October- December)	January 15
Quarter 2 (January- March)	April 15
Quarter 3 (April -June)	July 15
Quarter 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	Quantity	Unit of Measure	Cost per Unit	Total Cost
Engineering services - design	5	ea	\$1,100.00	\$5,500.00
Site feasibility studies and surveys	5	ea	\$525.00	\$2,625.00
Pre-Award: Site feasibility studies and surveys	1	ea	\$4,125.00	\$4,125.00
Title search, deed recordation, and other legal fees	5	ea	\$910.00	\$4,550.00
Elevation Certificates	5	ea	\$600.00	\$3,000.00

Hazard Mitigation Grant Agreement
Dodge County Home Mitigation Project
DR-4420-NE-0032

Pre-Award: Elevation Certificates	1	ea	\$5,100.00	\$5,100.00
Construction	1	ea	\$412,432.00	\$412,432.00
Construction management	5	ea	\$250.00	\$1,250.00
Materials abatement (e.g. asbestos and lead paint)	1	ea	\$7,000.00	\$7,000.00
Utilities disconnect and reconnect fees	1	ea	\$45,250.00	\$45,250.00
Debris removal, erosion control, and site preparation	1	ea	\$8,600.00	\$8,600.00
Owner-occupant displacement expenses	1	ea	\$2,000.00	\$2,000.00
Pre-Award: Structural assessments	9	ea	\$400.00	\$3,600.00
No rise determinations	2	ea	\$1,000.00	\$2,000.00
Pre-Award: No rise determinations	3	ea	\$1,000.00	\$3,000.00
Publication of any EHP notifications	2	ea	\$450.00	\$900.00
Pre-Award: EHP notifications	1	ea	\$450.00	\$450.00
Grant Total:				\$511,382.00

Cost Share Breakdown			
Source		Amount	Percentage of Total
Federal Share HMGP:		\$383,536.50	75%
Non-Federal:	Dodge County (on behalf of homeowners)	\$127,845.50	25%
Non-Federal:			
Grant Total:		\$511,382.00	100%

Hazard Mitigation Grant Agreement
 Dodge County Home Mitigation Project
 DR-4420-NE-0032

Management Cost Budget Summary				
Item	Quantity	Unit of Measure	Cost per Unit	Total Cost
Year 1	1	ea	\$14,441.25	\$14,441.25
Year 2	1	ea	\$11,100.00	\$11,100.00
Grant Total:				\$25,541.25

Hazard Mitigation Grant Agreement
Dodge County Home Mitigation Project
DR-4420-NE-0032

EXHIBIT B: FEMA Award Notification (letter from FEMA)



U.S. Department of Homeland Security
FEMA Region 7
11224 Holmes Road
Kansas City, MO 64131

FEMA

October 11, 2022

Assistant Director Portis
Nebraska Emergency Management Agency
2433 NW 24th Street
Lincoln, Nebraska 68524-1801

Subject: FEMA-4420-DR-NE
Hazard Mitigation Grant Program (HMGP) Approval
Subrecipient: Dodge County
Project #: 0032
Dodge County Home Mitigation Project

Assistant Director Portis:

This letter is official notification that the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) has granted approval for the application submitted by the Dodge County for the Dodge County Home Mitigation Project. FEMA will release funds to the state in the amount of \$383,536.50. The non-federal match requirement of \$127,845.50 will be provided through local funding.

The period of performance for the grant ends on September 17, 2023. It is the responsibility of the recipient and subrecipient to ensure all approved activities associated with this subaward are completed by the end of the period of performance. Any costs incurred that were not identified as pre-award prior to the date of this approval or any costs incurred after the period of performance will be disallowed.

Environmental Historic Preservation (EHP) Requirements/Conditions

A change to the approved statement of work (SOW) requires prior approval from FEMA. The National Environmental Policy Act (NEPA) stipulates that any additions or amendments to an HMGP subrecipient statement of work (SOW) shall be reviewed by all state and federal agencies participating in the NEPA process. NEPA sign off for all SOW additions or amendments is essential before the revised SOW can be approved by FEMA or implemented by the HMGP subrecipient.

This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may impact federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the state and FEMA.

In addition, the following special conditions have been identified:

National Historic Preservation Act (NHPA):

- If archaeological features (e.g., middens, refuse/storage pits, privies, wells, cisterns) are discovered during ground disturbing activities, work in the vicinity of the discovery will stop immediately and all reasonable measures will be taken to avoid or minimize harm to the discovery. The applicant's contractor will ensure that archaeological discoveries are secured in place and restrict access to the sensitive area. The contractor will immediately notify such discoveries to the applicant, who shall then contact the State Historic Preservation Officer (SHPO)/Tribal Historic Preservation Officer (THPO) and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary.
- If human remains are encountered during permitted activities, all work shall stop immediately and SHPO/THPO and FEMA contacted immediately, with conditions followed identical to those stipulated for archaeological feature discovery. In cases where human remains are determined to be Native American, FEMA shall consult with the appropriate Tribal representative(s), State Archaeologist, and SHPO. Additionally, FEMA shall follow the guidelines outlined in the ACHP Policy Statement Regarding the Treatment of Burial Sites, Human Remains, and Funerary Objects (February 23, 2007) and any State-specific policies that may be enforced.
- All fill/gravel should be obtained from a commercial source. Fill/gravel from non-commercial sources may require permits and/or SHPO consultation, and failure to obtain these prior to doing the work may jeopardize federal funding.

Endangered Species Act (ESA):

- For the Rash and Campbell properties that are within 0.5 miles of a river, construction will not occur from April 15- August 15 in any given year. If construction does need to happen for these two parcels during this time frame, the construction companies hired will conduct surveys during the nesting period from April 15- August 15 for the areas around the homes to be mitigated to ensure that no sands soils that might have nests in them are affected by any construction efforts. If no nesting activity is observed from July 1-15, then no further surveys are needed per the Tern & Plover Survey Protocol, Feb 2017 final. If at any time a nest, nesting behavior, and/or chicks are observed within 0.25 miles of where project/construction activities will occur, do not start, or continue work within 0.25 miles of where the nest, nesting behavior, and/or chicks were observed until Federal and State agencies are contacted.
- Tree removal must not occur from June 1 – July 31 to avoid effects on the pup season of the threatened Northern Long-Eared Bat (NLEB).

Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA):

- If any asbestos containing material, lead based paint, and/or other toxic materials are found during construction activities, the applicant must comply with all federal, state, and local abatement and disposal requirements.
- Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials, and toxic waste in accordance with the requirements and to the satisfaction of the governing local, state, and federal agencies.

Executive Order 11990 – Wetlands:

- The applicant shall ensure that best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.
- Construction activities and equipment storage are not to be located in or impact any adjacent wetlands. All materials and equipment should be staged outside of the wetland on paved or previously disturbed areas.

Executive Order 11988 – Floodplains:

- The Applicant must coordinate with the local permitting official responsible for floodplain development to ensure the facility is protected to local floodplain standards for critical actions (minimum Federal Standard to be flood proofed to the 500-year flood elevation). All new construction associated with the project must be protected to the 500-year flood elevation. Applicant must obtain all required permissions prior to initiating work. All coordination pertaining to these activities and applicant compliance with all project grant conditions shall be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files. Please contact your local floodplain administrator to verify this project is compliant with all local floodplain laws and ordinances.
- The applicant must obtain letter from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.
- Applicant required to provide recent data to support those actions such as filling of basements, elevation above BFE and other flood retrofitting/floodproofing measures will not result in any increase of flood levels within the community during the occurrence of the base flood discharge and will not increase water surface elevation of the base flood more than one foot at any point within the community (No-Rise Certification for each individual property part of this project).

Subrecipient Management Costs

HMGP Subrecipient Management Costs (MC) funds for DR-4420-NE Project #0032 Dodge County Home Mitigation Project have also been approved. The total amount of Subrecipient MC requested is \$25,541.25. MC are subject to incremental funding obligations; therefore, FEMA has released to the state \$14,441.25 (100% Federal funds) in approved Subrecipient MC funding for budget years one and two.

Federal funding of MC is based on actual documented incurred management costs, up to 5% of the total amount of the HMGP award. Recipients and subrecipients are required to maintain appropriate documentation to support expensed claims. All costs must be reasonable, allowable, allocable, and necessary as required by 2 CFR Part 200 Subpart E, applicable program regulations, and the HMA Guidance (2015).

The subrecipient can claim MCs incurred up to whichever of the following occurs first: 180 days after work is completed for the non-MC HMGP project; 180 days after the latest performance period Activity Completion Timeframe (ACT) of the non-MC HMGP project; or the date the recipient MC award has been closed.

Assistant Director Portis
FEMA-4420-DR-NE-0032 Approval
Page 4

Quarterly progress reports for both HMGP projects and Subrecipient MC grants are required; please include this HMGP project and Subrecipient MC grant in your future quarterly reports.

If you should have any questions concerning this action, please contact Casey Hartline, Program Manager, at (816) 260-9069 or Brian Woltz, Hazard Mitigation Assistance Branch Chief, at (816) 808-3664.

Sincerely,

CATHERINE R
SANDERS

Digitally signed by CATHERINE R
SANDERS
Date: 2022.10.18 16:46:08 -05'00'

Catherine R. Sanders, Director
Mitigation Division

Hazard Mitigation Grant Agreement
Dodge County Home Mitigation Project
DR-4420-NE-0032

EXHIBIT C: FEMA Record of Environmental Consideration

Hazard Mitigation Grant Agreement
Dodge County Home Mitigation Project
DR-4420-NE-0032

EXHIBIT D: Signed authorized representative form