

Agenda Item # 16a
Date 5/19/21

Hazard Mitigation Grant Agreement
State of Nebraska Advance Assistance (Dodge County Sub-Application)
DR-4420-NE-0019

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

Project Title: State of Nebraska Advance Assistance (Dodge County Sub-Application)

Grant Agreement No: DR-4420

Project No: 0019

Federal Tax ID#: 47-6006454

DUNS No: 117053094

FIPS Code: 31-053

Period of performance start date: March 21, 2019

Period of performance end date: September 17, 2023

Federal funds obligated amount: \$600,000.00

CFDA #: 97.039 (Hazard Mitigation Grant Program)

SCOPE OF WORK

This Grant Assistance Agreement (AGREEMENT) is to provide Dodge County, Nebraska (SUBRECIPIENT) with federal assistance from the Hazard Mitigation Grant Program funds for the above referenced mitigation grant. The federal share shall not exceed \$600,000.00 or 75% of the actual allowable project costs, whichever is less. The SUBRECIPIENT shall provide at least \$200,000.00 (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, will be outlined and issued through another agreement. 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 quarterly 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 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 April 19, 2021 through July 19, 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, through 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, Director
Dodge County Emergency Management Agency
435 N Park Ave.
Fremont, Nebraska, 68025-4977

Or the Alternate Point of Contact,

Brian Newton, Administrator
City of Fremont
400 E Military Ave.
Fremont, Nebraska, 68025

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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 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.

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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

Bryan Tuma, Governor's Authorized Representative

Date

SUBRECIPIENT



Authorized Representative

5/11/21

Date

Thomas Smith

Authorized Representative Printed Name

Director, Dodge County EMA

Authorized Representative Title

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

1. GENERAL DESCRIPTION OF THE PROJECT(S).

1.1 Project description: This Drainage Improvement Project's overall goal will be to develop a drainage project to be readily implemented in the Elkhorn Township area (East Fremont). A project study will be completed to assess Fremont's internal drainage needs and examine the out-letting drainage ditch system in the Elkhorn Township area east of Fremont. This project will assess the holistic situation and propose project alternatives to be pursued. Project funding covers the cost of development of hydrologic and hydraulic studies, environmental compliance consultation, historical compliance consultation, land right consideration summary, conceptual designs, final engineer project design, costs, project summary, a completed benefit cost analysis, and a finalized hazard mitigation application to submit to State and Federal partners. Conceptual project design options will reflect future needs with respect to existing area conditions, including constraints and opportunities. Drainage strategies to be explored include establishing wells in the Fremont area to pump groundwater to help dewater high water table where development is located or planned, detention basins/ponds to be developed into wetlands, and widening, rerouting, or straightening existing drainage ditches or a combination of aforementioned strategies.

Prior to the 2019 Flooding, Dodge County, the City of Fremont, and Lower Platte Natural Resource District began discussions to develop a consortium to address the drainage system. Following the 2019 floods, the consortium, Dodge County Joint Water Management Advisory Board (JWMAB), grew to members representing twelve different local governing bodies. The project remains the highest priority for the JWMAB. The JWMAB will facilitate the process for the collaborative development of project evaluation criteria and assure that each option is evaluated against such criteria. The concept design alternatives will explore variations on feasibility, efficiency, land use, environmental, and historical considerations. A preferred alternative will be selected and documented by the JWMAB to bring forward to the Dodge County Board with recommendation to submit Hazard Mitigation 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 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, City of Fremont, and the Lower Platte North Natural Resources District.

1.4 Project timeline (from approved HMGP subapplication)

Project milestone	Completion Period	Expected Completion Period
Project Start Date:		April 19, 2021
Stakeholder Engagement and Coordination	2	April 19, 2021 – June 19, 2021
Request for Qualifications-Vendor Procurement & Selection	4	May 5 th , 2021-June 19 th , 2021
Stakeholder Meeting-Alternative and Draft Summary of Findings	6	June 19 th , 2021-December 19 th , 2021
Project Screening Meeting-Narrow Project Concepts	2	November 19 th , 2021-Jan 19 th 2022
Benefit Cost Analysis	3	Jan 19 th , 2022-April 19 th , 2022
Final Project Design-Summary to Stakeholders	2	April 19 th , 2022-June 19 th 2022
HMA Project Application	3	June 19 th , 2022-September 19 th , 2023
Final Coordination/Inspection with State/FEMA (Application Review)	2	September 19 th 2022-January 30 th , 2023
Grant Close-out	3	February 1 st , 2023-May 1 st , 2023
Project Completion Date:		July 19, 2023
All project activities and subaward closeout will be completed by September 17, 2023		

2. DELIVERABLES

2.1 Deliverables: The SUBRECIPIENT 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	Percentage of Total	Total Cost
Summary of Findings (Project Summary)	7%	\$56,000.00
Hydrology Study	8%	\$64,000.00
Hydraulics Study	20%	\$160,000.00
Conceptual Solution Design	10%	\$80,000.00
Benefit Cost Analysis	5%	\$40,000.00
Detailed Design	42%	\$336,000.00
HMA Project Application Development	8%	\$64,000.00
Grant Total:		\$800,000.00

Cost Share Breakdown			
Source		Amount	Percentage of Total
Federal Share HMGP:		\$600,000.00	75%
Non-Federal:	Dodge County	\$67,000.00	9%
Non-Federal:	City of Fremont	\$66,500.00	8%
Non-Federal:	Lower Platte North NRD	\$66,500.00	8%
Grant Total:			100%

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EXHIBIT B: FEMA Award Notification (letter from FEMA)

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



FEMA

April 19, 2021

Mr. Bryan J. Tuma, Assistant Director
Nebraska Emergency Management Agency
2433 NW 24th Street
Lincoln, Nebraska 68524-1801

Subject: FEMA-4420-DR-NE
Hazard Mitigation Grant Program (HMGP) Approval
Subrecipient: State of Nebraska
Project #: 0019
State of Nebraska Advance Assistance

Dear Mr. Tuma:

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 State of Nebraska for the State of Nebraska Advance Assistance project. FEMA will release funds to the state in the amount of \$1,005,652.50. The non-federal match requirement of \$335,217.50 will be provided through local funding.

The milestones included in the application indicate the time to complete each project under this subaward and will begin from the date of this letter. Any delays or extensions regarding this timeframe must be reported to FEMA. 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 prior to the date of this approval or after the period of performance will be disallowed.

A change to the approved statement of work (SOW) requires prior approval from FEMA. The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a 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.

Quarterly progress reports for HMGP projects are required. Please include this HMGP project in your future quarterly reports.

The state (grantee) must submit the following deliverables to FEMA for Advanced Assistance project in accordance with the Unified Hazard Mitigation Guidance:

1. *Documentation of Advance Assistance Accomplishments*: Applicants must submit documentation to FEMA to support that they accomplished all activities listed in their Advance Assistance application.
2. *Submission of Projects up to the HMGP Ceiling*: FEMA expects States that receive Advance Assistance to submit complete project applications up to or over the available HMGP ceiling by the final HMGP project application deadline.
3. *Accounting for Use of Advance Assistance Funds*: For accounting and audit purposes, the State must submit sufficient financial detail to demonstrate that no costs claimed under Advance Assistance are duplicated in subsequent HMGP project applications or in State Management Cost budgets.
4. *Documentation of EHP Considerations*: The Applicant and subapplicant must document that effects to environmental and historic resources were considered early in the planning and project scoping processes. This requirement is in addition to ensuring EHP compliance.

If you have any questions concerning this action, please contact Casey Hartline, Hazard Mitigation Assistance Specialist, at (816) 283-7916 or Stacy Robarge-Silkiner, Chief, Hazard Mitigation Assistance Branch, at (816) 283-7679.

Sincerely,

TERI A MAYER

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MAYER
Date: 2021.04.19 10:25:30
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Catherine R. Sanders, Director
Mitigation Division

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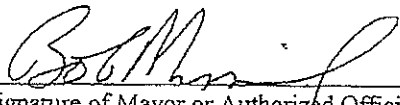
EXHIBIT C: Signed authorized representative form

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

Subgrantee: Dodge County, NE

HMGP/PDM Project Number: _____

	Authorized Representative	Fiscal Officer
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:	Nebraska, 68025-4977	Nebraska, 68025-4977
Phone:	402-727-2785	402-727-2785
Fax Number:		
Email:	dodgecoema@gmail.com	dodgecoema@gmail.com
<p>The above Primary and Secondary Project Officers 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.</p>		



 Signature of Mayor or Authorized Official

5/10/21

 Date

Bob Missel

 Printed name of above Authorized Official