

SUBAWARD AGREEMENT

Between

Iowa Department of Homeland Security and Emergency Management

And

City of Dyersville

PROJECT TITLE: Dyersville Acquisition Project

SUBAWARD AGREEMENT NO: HMGP-DR-4642-IA-0002

UEI NUMBER: KLB5JGHB7ME5

FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): 4642DRIAP00000025

FEDERAL AWARD DATE: 02/10/2023

PERFORMANCE PERIOD START DATE: 02/10/2023

PERFORMANCE PERIOD END DATE: 04/09/2024

FEDERAL FUNDS OBLIGATED AMOUNT: \$174,297.00

I. SCOPE OF WORK:

This Subaward Agreement (AGREEMENT) is to provide **City of Dyersville** (SUBRECIPIENT) with federal assistance from the Hazard Mitigation Grant Program. The total subaward is **\$192,702.00**.

Project Costs – The federal share shall not exceed **\$165,645.00** or **(90%)** of actual allowable subaward costs, whichever is less. The state share shall not exceed **\$18,405.00** or **(10%)** of the actual allowable subaward costs, whichever is less.

Management Costs – Management costs shall not exceed **\$8,652.00** or **5%** of the actual allowable project costs, whichever is less. Management costs are 100% federal and are not included in the project cost total or cost share calculation.

These funds are to assist the SUBRECIPIENT with completing the approved scope of work in accordance with the work schedule, milestones, and budget that were submitted to and approved by Iowa Department of Homeland Security and Emergency Management (HSEMD) and the Federal Emergency Management Agency (FEMA). Any modifications to the approved scope and/or budget must be submitted to and approved by HSEMD prior to executing the changes.

This includes all change orders. The SUBRECIPIENT is required to obtain all necessary permits before any construction begins.

EHP Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

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

EHP Special Conditions:

National Historic Preservation Act (NHPA):

- Demolition 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 SHPO/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.

Resource Conservation and Recovery 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.

II. AGREEMENTS

HSEMD will provide financial oversight and management in the role of recipient/pass-through entity based on the grant guidance in 2 CFR, Part 200, Subpart D, Section 200.331, the grant financial guide and other state and federal guidelines. HSEMD will provide technical assistance and direction to the SUBRECIPIENT on programmatic and financial requirements. HSEMD will provide all appropriate documents and forms and make payments to the SUBRECIPIENT to complete the approved scope of work.

HSEMD is responsible for monitoring the SUBRECIPIENT's activities to provide reasonable assurance that the SUBRECIPIENT administers this subaward in compliance with federal and HSEMD requirements. Responsibilities include reviewing the SUBRECIPIENT's records that support receipts and expenditures, financial records are maintained and adequate for audit, proper cash management, and expenditures are eligible and allowable. A pre-award risk assessment is completed for each subrecipient to assist HSEMD in determining the minimum level of monitoring that will be needed throughout the life of this subaward in accordance with 2 CFR, Part 200, Section 200.205.

Additionally, the SUBRECIPIENT will be monitored periodically by HSEMD 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 office-based and on-site monitoring visits. Monitoring will involve the review and analysis of the financial, programmatic, and administrative records relative to each program, and will identify areas where technical assistance and other support may be needed.

The SUBRECIPIENT will allow HSEMD and auditors to access any necessary records and financial information as indicated in 2 CFR, Part 200, Subpart D, Section 200.336 and Section 200.337.

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

The SUBRECIPIENT must disclose in writing any potential conflicts of interest to HSEMD in accordance with applicable FEMA policy and 2 CFR, Part 200, Subpart D, Section 200.112.

The SUBRECIPIENT must disclose in writing to HSEMD all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal subaward. Failure to make required disclosures can result in any of the remedies described in 2 CFR, Part 200, Subpart D, Section 200.339, Remedies for noncompliance, including suspension or debarment. (See also 2 CFR, Part 180 and 31 U.S.C. 3321.)

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.

III. PERIOD OF PERFORMANCE

The approved Period of Performance for this subaward is from **02/10/2023 through 04/09/2024**. All work must be completed prior to the end of the Period of Performance. HSEMD will not reimburse the SUBRECIPIENT for costs that are obligated or incurred outside of the Period of Performance.

If a time extension is needed, one must be requested at least 90 days prior to the end of the Period of Performance. All requests must be supported by adequate justification submitted to HSEMD 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 performance period; milestones that are unmet; and a description of performance measures necessary to complete the subaward. The Hazard Mitigation Time Extension Request Form will be made available to the SUBRECIPIENT. Without the justification, time extension requests will not be processed.

IV. AUTHORITIES AND REFERENCES

The SUBRECIPIENT shall comply with all applicable laws and regulations. A non-exclusive list of laws and regulations commonly applicable to FEMA grants follows hereto for reference only.

- 2 CFR, Part 200 - http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq.
- Title 44 of the Code of Federal Regulations (CFR) - Part 80-Property Acquisition and Relocation for Open Space, if applicable
- Title 44 of the Code of Federal Regulations (CFR) - Part 9-Floodplain Management and Protection of Wetlands
- Title 44 of the Code of Federal Regulations (CFR)- Part 201- Mitigation Planning
- Title 44 of the Code of Federal Regulations (CFR)- Part 206-Federal Disaster Assistance
- Title 31 CFR 205.6 Funding Techniques
- Hazard Mitigation Assistance Guidance, February 27, 2015- if applicable
- SUBRECIPIENT's application that was received and approved by HSEMD and FEMA
- Any other applicable Federal Statutes including the Transparency and Recovery Act

V. GRANT MANAGEMENT SYSTEM

To ensure federal funds are awarded and expended appropriately, the SUBRECIPIENT will establish and maintain a grant management system as outlined in 2 CFR, Part 200, Subpart D, Section 200.302 and internal controls in section 200.303. The standards for SUBRECIPIENT organizations stem from the Office of Management and Budget's (OMB) uniform administrative requirements and the cost principles in 2 CFR, Part 200, Subpart E. State, local and tribal organizations must follow the uniform administrative requirements standards in 2 CFR Part 200. These standards combined with the audit standards provided within 2 CFR, Part 200, Subpart F plus the requirements of the Generally Accepted Accounting Principles 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
- a chart of accounts that includes a separate cost center, fund, or accounting codes for each federal grant, program, or funding source
- procedures to minimize cash on hand in compliance with the Cash Management Improvement Act (CMIA) and good business processes
- the ability to track expenditures on a cash or accrual basis
- the ability to track expenditures in both financial and program budgets
- procedures to document all grant-related expenditures, broken down by budget line items
- procedures to ensure expenditures are eligible and allowable
- the ability to fulfill government-required financial reporting forms

VI. PROCUREMENT

This AGREEMENT requires that all procurement be executed by the SUBRECIPIENT within the guidelines of 2 CFR, Part 200 Subpart D, Section 200.318 through Section 200.326 including Appendix II. 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 2 CFR, Part 200. The SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest as outlined in 2 CFR, Part 200 Subpart D, Section 200.318. The SUBRECIPIENT will ensure that every purchase order or other contract includes clauses required by Federal statutes and executive orders and their implementing regulations. **The SUBRECIPIENT must submit copies of its own written procurement guidelines, written conflict of interest guidelines, bid documents and contract documents to HSEMD prior to awarding or executing contracts. No contract will be accepted without HSEMD's prior review.**

VII. AUDIT

The SUBRECIPIENT must comply with the requirements of the Single Audit Act Amendments of 1996 and 2 CFR, Part 200, Subpart F. Reference: Catalog of Federal Domestic Assistance (CFDA) Number: 97.039, Hazard Mitigation Grant Program.

VIII. PAYMENT REQUEST PROCESS

The SUBRECIPIENT may submit a payment request up to 30 days prior to an anticipated expenditure or disbursement. The SUBRECIPIENT must be able to account for the receipt, obligation, and expenditure of funds. If interest is earned, the SUBRECIPIENT agrees to comply with the federal requirements from 2 CFR, Part 200, Subpart D, Section 200.305. The SUBRECIPIENT may keep interest earned on Federal grant funds up to \$500 per fiscal year. This maximum limit is not per subaward; it is inclusive of all interest earned as a result of all

federal grant program funds received per year. Subrecipients are required to report all interest earned at least quarterly to HSEMD. HSEMD will provide instructions to the SUBRECIPIENT for the disposition of reported interest earned.

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 HSEMD. Subrecipients can request **Reimbursement** for allowable expenditures already paid, or request an **Advance** for expenditures to be paid within 30 days.

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 print outs, etc.). HSEMD reserves the right to request that the SUBRECIPIENT submit additional expenditure documentation upon request.
- **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 HSEMD 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 HSEMD; 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 HSEMD immediately following the SUBRECIPIENT's pay out of the funds.

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

- FEMA Award Notification (attached to this AGREEMENT)
- Pre-Award Risk Assessment (attached to this AGREEMENT)
- Signed Subaward Agreement
- Substitute W9/Vendor Update Form (if not already on file at HSEMD)
- 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 HSEMD, 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.

Expenditures must be in accordance with the approved scope of work and budget and in accordance with 2 CFR, Part 200, Subpart D, Section 200.29, Section 200.306 and Section 200.434. The SUBRECIPIENT contributions must be verifiable from the SUBRECIPIENT'S records, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.

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 subaward 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. Documentation can be copies of the SUBRECIPIENT's checks to the third parties and a copy of the SUBRECIPIENT's general ledger for revenues and expenses clearly showing the federal and non-federal cash sources.

In-kind match must comply with the requirements of 2 CFR, Part 200, Subpart D, Section 200.306 entitled "Cost sharing or matching". 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 this subaward. 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, dates of service/donation, record of donor, the value (rates of staffing, equipment usage, supplies, etc.) a statement to the effect that the value is normally charged, deposit slips for cash contributions and a statement that the value is being waived on behalf of the SUBRECIPIENT to meet the matching requirements to the SUBRECIPIENT's subaward. Such documentation must be kept on file by the SUBRECIPIENT.

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 subaward.

The SUBRECIPIENT must maintain records and documentation showing how the value placed on third-party in-kind contributions is derived. Regulations are in 2 CFR, Part 200, Subpart D, sections 200.306 and 200.434.

IX. PROGRAM INCOME

Any program income generated must comply with 2 CFR, Part 200, Subpart D, Section 200.80 and Section 200.307. Program income must be deducted from the subaward's total allowable costs. All program income must be reported in the quarterly financial progress reports.

X. REPORTING REQUIREMENTS

Quarterly programmatic and financial reports are required on the progress relative to the approved scope of work as outlined in 2 CFR, Part 200, Subpart D, Section 200.328. Subrecipients are required to complete the quarterly progress report forms that are provided by HSEMD and submit them by the due dates stated by HSEMD. **Due dates are January 15, April 15, July 15, and October 15. The first report is due following the end of the reporting period in which the subaward was awarded by FEMA. The reporting periods are January-March, April-June, July-September, and October-December.**

XI. CLOSE OUT

The SUBRECIPIENT must prepare and submit by the end of the Period of Performance, and/or within 60 days of the completion of the approved scope of work; whichever comes first, all required financial, performance and other reports as outlined in 2 CFR, Part 200 Subpart D, Section 200.344 and Section 200.345. The SUBRECIPIENT must liquidate all obligations incurred under the subaward by the end of the Period of Performance. The SUBRECIPIENT must dispose of property purchased with subaward funds and dispose of or return government-furnished property no longer being used for subaward-related activities. All accounts must be settled, including reimbursements for any remaining allowable costs and refunds to HSEMD of any unobligated cash that was advanced.

XII. RECORD RETENTION

The SUBRECIPIENT must retain records pertinent to the Federal subaward for three years after the date of the final expenditure report is submitted as outlined in 2 CFR Part 200, Subpart D, section 200.333.

XIII. WAIVERS

No conditions or provisions of this AGREEMENT can be waived unless approved by HSEMD and the SUBRECIPIENT, in writing. Unless otherwise stated in writing, HSEMD'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.

XIV. AMENDMENTS AND MODIFICATIONS

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

XV. COMPLIANCE, TERMINATION AND OTHER REMEDIES

Unless otherwise stated in writing, HSEMD 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 in the Application which was submitted to FEMA by HSEMD.

HSEMD may suspend or terminate any obligation to provide funding or demand return of any unused funds, following notice from HSEMD, if the SUBRECIPIENT fails to meet any obligations under this AGREEMENT or fails to make satisfactory progress toward administration or completion of said subaward. The SUBRECIPIENT is responsible for repayment of funds as a result of subsequent refunds, corrections, overpayments, or disallowed costs for ineligible expenditures.

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

XVI. INDEMNIFICATION

It is understood and agreed by HSEMD and the SUBRECIPIENT and its agents that this AGREEMENT is solely for the benefit of the parties to this subaward and gives no right to any other party. No joint venture or partnership is formed as a result of this AGREEMENT.

The SUBRECIPIENT, on behalf of itself and its successors and assigns, agrees to protect, save, and hold harmless HSEMD and the State of Iowa, 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 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 HSEMD, the State of Iowa, or any of their authorized agents or employees.

The SUBRECIPIENT further agrees to defend HSEMD, the State of Iowa, 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 HSEMD, the State of Iowa, or any of their authorized agents or employees.

XVII. ACKNOWLEDGMENTS

The SUBRECIPIENT shall include, in any public or private release of information regarding the activities supported by this subaward, language that acknowledges the funding contribution by HSEMD and FEMA.

XVIII. 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 HSEMD or the State of Iowa. All references herein to the SUBRECIPIENT shall include its officers, employees, city council/board members, and agents. HSEMD shall not withhold on behalf of any such officer, employee, city council/board member, or agent, or pay on behalf of any such person, any payroll taxes, insurance, or deductions of any kind from the funds paid to the SUBRECIPIENT for administrative purposes.

XIX. GOVERNING LAW, VENUE AND SEVERABILITY

The laws of Iowa shall govern this AGREEMENT and venue for any legal action hereunder shall be in the Polk County District Court of Iowa. If any provision under this AGREEMENT or its application to any person or circumstances is held invalid by any court of rightful jurisdiction, said invalidity does not affect other provisions of this AGREEMENT which can be given effect without the invalid provision.

XX. NOTICES

The SUBRECIPIENT shall comply with all public notices or notices to individuals as required by applicable state and federal laws, rules, and regulations and shall maintain a record of such compliance.

XXI. RESPONSIBILITY FOR SUBAWARD

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

**XXII. NOTICES AND COMMUNICATIONS BETWEEN HSEMD AND
SUBRECIPIENT**

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

**Mick Michel, City Administrator
City of Dyersville
340 1st Ave East
Dyersville, IA 52040**

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

**Jonathan Pogones
Mitigation Bureau Chief
Iowa Department of Homeland Security and Emergency Management
7900 Hickman Road, Suite 500
Windsor Heights, IA 50324**

ENTIRE SUBAWARD AGREEMENT

This AGREEMENT sets forth the entire AGREEMENT between HSEMD 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 HSEMD 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, HSEMD and the SUBRECIPIENT have executed this AGREEMENT by the signatures of authorized persons of both entities and on the dates indicated below:

**Iowa Department of Homeland Security Subrecipient: City of Dyersville
and Emergency Management:**

Dennis Harper, Alternate GAR

Jeff Jacque, Mayor

Date

Date

Signature of Authorized Representative (optional)

Date

Attachments: Exhibit A: FEMA Award Notification
Exhibit B: Scope of Work
Exhibit C: Pre-Award Risk Assessment

Exhibit A: FEMA Award Notification

FEMA Award Letter



Pogones, Jonathan <jonathan.pogones@iowa.gov>

DR4642-IA-0002 Dyersville Acquisition Project - PAS Funding Notice Approval

FEMA-R7-MT-HMA <fema-r7-mt-hma@fema.dhs.gov>

Fri, Feb 10, 2023 at 1:30 PM

To: "Pogones, Jonathan" <jonathan.pogones@iowa.gov>

Cc: "mathew.noble@iowa.gov" <mathew.noble@iowa.gov>, "Woltz, Brian" <Brian.Woltz@fema.dhs.gov>, "Maldonado, Maria" <Maria.Maldonado@fema.dhs.gov>, "Steed, Nathan" <nathan.steed@fema.dhs.gov>

Dusty,

RE: FEMA-4642-0002 Dyersville Property Acquisition Project

This email serves as notification that FEMA has accepted Iowa HSEMD review and approval of the subject project according to Iowa's PAS Operational Agreement. The approved project includes the acquisition and demolition of one (1) residential property in Dyersville, IA. The attached NEMIS Project Management Report documents obligation of the federal share in the amount of \$165,645.00 to support project approval.

Work schedule due dates from the same report are based on the proposed work schedule submitted in NEMIS and documented in the project sub-application. These due dates are based on the date of funding obligation. FEMA will not establish activity completion timeframes for individual projects included in HMGP grants made available for disasters declared on or after July 12, 2013. Instead, recipients and sub-recipients are responsible for ensuring that projects are completed within the overall HMGP period of performance. The period of performance end date for FEMA-4642-DR is February 23, 2026.

Standard Conditions:

-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 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 jeopardize 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.

Special Conditions:

-NHPA: Demolition 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 SHPO/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.

-NHPA: 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.

-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.

-RCRA: 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.

Subrecipient Management Costs

HMGP Subrecipient Management Costs (MC) funds for DR-4642-IA Project #0002 Dyersville Acquisition Project have also been approved. Federal funds will be released to the state in the amount of \$8,652.00 (100% Federal funds).

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.

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 have any questions concerning this action, please contact Maria Maldonado, Grants Management Specialist, at (816) 276-5084 or Brian Woltz, Hazard Mitigation Assistance Branch Chief, at (816) 808-3664.

Thank you,

R7 HMA Team

Hazard Mitigation Assistance Branch | Region VII

Federal Emergency Management Agency

[fema.gov](https://www.fema.gov)

2 attachments



20230210 NEMIS PM Report.pdf

197K



HMGP-4642-0002-IA_(1)_REC.pdf

15K

Exhibit B: Scope of Work

Scope of Work from Application

Scope of Work: Description of the Solution & Mitigation Proposed:

To mitigate damages caused by flooding, this project proposes to acquire and demolish/convert to permanent open space one residential property in the floodplain. The project will be implemented in accordance with 44 CFR part 80.

Description of the Proposed Project:

Dyersville intends on acquiring and demolishing 1 property located in the special flood hazard area within the incorporated area of the town.

Pre-Award: Prior to submitting the application, Dyersville procured/contracted a certified real property appraiser to indicate the current fair market value opinion of the property to be voluntarily acquired. Procurement was in conformance with Dyersville's procurement policy and applicable Federal requirements. The established current fair market value opinion of the property is the basis of the property acquisition project budget line item.

Post Award

Sub-Grant Award: Upon the completion of HSEMD and FEMA application review the application will be approved and the Sub-Grant awarded. HSEMD will be the acting Recipient with Dyersville being the acting Sub-Recipient.

Sub-Grant Acceptance: Once the Sub-Grant is awarded to Dyersville, HSEMD will provide the City with the official grant agreement documentation to be signed by the city's authorized representative. This will begin the timeframe for completion of the project to be within 36 months from Sub-Grant award or the grant period end date, whichever comes first.

Administrative Plan: Staff will develop and approve an Administrative Plan outlining how the project will be completed including a detailed process for participants to appeal fair market value as necessary.

Historical Preservation: As the property is greater than 45 years old, it has been researched by Dyersville and HSEMD EHP, and the property was not designated as potentially historically significant. Both FEMA and SHPO have concurred with HSEMD's recommendation with all concurrence letters attached to this application.

Duplication of Benefits: Prior to the official purchase offer being made, insurance and FEMA individual assistance information will be gathered from the property owner. This insurance documentation will attest to any proceeds received for structural damage and include any receipts showing repair work completed to the structure since the date of market value determination. This information will then be forwarded to FEMA for the official duplication of benefits determination. Any amount identified as a duplication of benefit will be deducted from the closing amount owed to the property owner and identified on the HUD-1 as such.

Offer to Purchase: Appraisals have been completed and included in this application indicating the pre-flood retrospective market value opinion which will be the basis for the purchase offer amount made by the City to the property owner. If any property transfers ownership post offer then an updated appraisal may be required indicating a revised current fair market value of the property.

Once program participants have secured replacement housing or are able to vacate the premises, project management staff will schedule an offer to purchase and coordinate preparation of the offer with the City's attorney. At the offer meeting, the offer and other necessary documents will be executed and a closing date scheduled. No offer to purchase will be extended and closing scheduled unless the City has a clear 90 day window after closing to accomplish all lot clearing activities without weather conflicts.

Property Closing/Acquisition: The Buyout Administrator, acting as the City's closing agent, will coordinate closing documents with the City's attorney and inspect the property to determine that the owner has removed all personal property. At the time of acquisition, the deed, including the FEMA mitigation model deed restriction language, will be executed and recorded. Future use of the property will be limited to perpetual open space, as defined by HMGP regulations, so that the area can function as natural floodplain. Copies of the conformed documents will be distributed to state and federal agencies as required.

Legal/Closing Estimate:

Estimate is based a reasonable historical market price for services rendered. Value estimate is factually accurate with local and standard market trends in costs.

Pre-Award Values:

Appraisal cost based on actual costs incurred. Supporting documents attached showing actual costs incurred for appraisal work completed.

Asbestos Testing/Abatement/Demolition: The property included on this application will be demolished with HMGP funds. The property to be acquired will be brought into compliance with the open space requirements identified in the deed restriction within 90 days of acquisition. This includes contracting for and completing testing for asbestos containing materials; abating any identified ACM and household hazardous waste per Iowa DNR / EPA requirements; and disconnecting the attendant utilities including underground water. A trained debris monitor hired by the City will be on site when demolition is taking place. The contractor will have 30 days to complete all abatement and demolition work.

Any demolition taking place between April 15th and September 30th must have IDNR consultation completed prior to demolition taking place to identify any possible adverse environmental affects within the demolition area.

The acquired lot will be deed restricted as open space in perpetuity. The lot will be maintained by the City of Dyersville. The cost of this maintenance will be included in the City's annual budget.

Approved Budget

Cost Type	Description	Amount
Acquisition Costs for All Properties	Property Acquisition, Appraised Value	\$127,000.00
Replacement Housing URA	Replacement Housing, Owner	\$31,000.00
Pre-Award: Appraisal	Appraisal	\$350.00
HMGP Demolition	Asbestos survey, Abatement, and Demolition	\$23,700.00
Legal Closing Permits and Fees	Legal/Closing/Permits	\$2,000.00
Management Costs	Contracted Management Costs with ECIA	\$8,652.00
Total Award		\$192,702.00

Exhibit C: Pre-Award Risk Assessment

Conducted by HSEMD



**Iowa Department of Homeland Security and Emergency Management
Recovery Division
Subrecipient Pre-Award Risk Assessment**

Applicant Information

Applicant: _____ **City of Dyersville** _____

Applicant UEI (12 Character alphanumeric number): ___KLB5JGHB7ME5_____

Applicant Authorized Representative¹: _____ Mick Michel _____

Applicant Authorized Representative Phone: _____ 563-875-7724 _____

Applicant Authorized Representative Email: ___mmichel@cityofdyersville.com_____

HSEMD Recovery Division Assessment Completed by: _____ Tammy Grittmann _____

Assessment Date: _____ 2-15-2023 _____

Total Risk Assessment Score: 15 of 15. Risk Level*: LOW

NOTE TO SUBRECIPIENT: If a written procurement policy is not in place at the time the pre-award risk assessment is conducted, the subrecipient will be placed at a "High" risk level. If a written procurement policy is in place but does not meet the minimum federal standards, the subrecipient should expect a "Medium" risk level or higher.

Financial Stability points _____ 4 _____ (maximum of 4)

Yes/No

- Turnover in key staff in the past 12 months (i.e. city clerk, financial manager, superintendent, etc.)
(Y=-1 point, N=1 point)

Notes for HSEMD staff:

NONE

Yes/No

- Special investigations performed by the Iowa State Auditor in the past five (5) years.
(Y=-1 point, N=1 point)

Notes for ISHSEMD staff:

NONE

¹ 2 CFR §200.415 requires that fiscal reports (including subrecipient agreements, payment requests, etc.) be "signed by an official who is authorized to legally bind the non-Federal entity".

Yes/No

- For each Federal subaward, the applicant's accounting system has the ability to track revenues and expenditures separately from other expenditure and revenue sources. (Including applicant matching funds) (I.e. separate accounts/work orders for each approved project)² *Attach chart of accounts/work order listing with particular accounts/work orders noted.* (Y=1 point, N=-1 point)
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200#200.302>

Notes for HSEMD staff:

NONE

Yes/No

- For each Federal subaward, the applicant's accounting system has the ability to tie revenues and expenditures to approved subaward budget(s) and scope(s) of work. (Y=1 point, N=-1 point)

Notes for HSEMD staff:

NONE

Yes/No

- Establish and maintain effective internal control over the Federal subaward to provide assurance the entity is managing the award in compliance with Federal statutes, regulations and terms and conditions.³ *Attach associated procedures.* (Y=1 point, N=-1 point)
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.303>

Notes for HSEMD staff:

NONE

² 2 CFR §200.302(3) requires that records must adequately identify the source and application of federally-funded activities.

³ Required per 2 CFR §200.303(a); Internal Controls

Quality Management Systems points 5_____ (maximum of 5)

Procurement Policies. *Attach procurement policies.*

Yes/No

- Includes documentation to ensure that contractor/vendor is not suspended or disbarred from federally-funded projects.⁴ (Y=1 point, N=-1 point)
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C/section-200.214>

Notes for HSEMD staff:

NONE

Yes/No

- Includes procedure to document affirmative solicitation of small and minority businesses, and women's business enterprises.⁵ (Y=1 point, N=-1 point)
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.321>

Notes for HSEMD staff:

NONE

Yes/No

- Includes Contract Provisions for Non-Federal Entity Contracts under Federal Awards⁶
(Y=1 point, N=-1 point)
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200>

Notes for HSEMD staff:

NONE

⁴ Must include documentation of check of contractor/vendor on Excluded Parties List System (EPLS) (<https://www.sam.gov>) (2 CFR 200.214) (2 CFR part 180)

⁵ 2 CFR § 200.321; Listing available at <https://www.sam.gov>

⁶ 2 CFR §200 Appendix II

Yes/No

- Written standards of conduct covering conflicts of interest.⁷ *Attach associated standards.*
(Y=1 point, N= -1 point)

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.318>

Notes for HSEMD staff:

NONE

Yes/No

- Procedures for accounting for the entirety of employee time by individual Federal subaward and other non-Federally funded work (Personnel Activity Reports or similar). *Attach employee time keeping procedures and examples of associated documentation.* (Y=1 point, N=-1 point)

Notes for HSEMD staff:

NONE

Yes/No

- Follow the prohibition on certain telecommunications and video surveillance services or equipment outlined in 2 CFR 200.216. (Y=1 point, N=-1 point)

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C/section-200.216>

Notes for HSEMD staff:

NONE

⁷ 2 CFR 200.318 (c)(1)(2)

Performance History points 4 (maximum of 4)

Yes/No

New applicant (Y=-1 point, N=1 point)

Notes for HSEMD staff:

NONE

Yes/No

Applicant has an outstanding balance (pending resolution or outstanding refund) with HSEMD (Y=-1 point, N=1 point)

Notes for HSEMD staff:

NONE

Yes/No

Applicant is not suspended or disbarred from federal awards.⁴ (Y=1 point, N=-1 point)

Notes for HSEMD staff:

NONE

Prior HSEMD Subawards (list only previous 4 programs)

(1 point for each grant in which all projects are completed and closed on or under budget)

Assistance Listing # (Sam.gov)	# of Projects	Total \$ Obligated	Total \$ Expended	# of Projects Completed and Closed	# of Quarterly Reports Completed	# of issues identified
97.36	1	13,077.42	13,077.42	1	1	0
97.36	6	95,431.60	95,431.60	6	1	0
97.36	7	62,532.81	62,532.51	7	0	0
97.39	1	2,616,374.12	2,616,374.12	1	11	0

Prior Subaward Monitoring Actions by HSEMD (list only 5 most recent)

(-1 point for each identified issue)

Desk Review or Site Visit (Select One)	Date	Assistance Listing # (Sam.gov)	# of Projects Monitored	# of Issues Identified
NONE				

Prior Subaward Audit Findings

Review two (2) most recent audits of Federal Awards, and document findings on Federal awards.⁸

(-1 point for each audit finding on a Federal award)

Fiscal Year Audited	Assistance Listing # (Sam.gov)	Auditor Opinion (Qualified, Unqualified, Disclaimer, or Adverse) (Select One)	Finding Type(s) (Internal Control, Material Weakness, Significant Deficiency)	# of Findings	# of Findings Resolved
NONE					

⁸ Audit information is available at: <https://facdissem.census.gov/> or <https://www.auditor.iowa.gov/reports/audit-reports/>

Statutory and Regulatory Requirement Implementation points 2 (maximum of 2)

Yes/No

- Procedures for reporting all violations of Federal criminal law involving fraud, bribery, or gratuity violations possibly affecting Federal awards.⁹ *Attach associated policies* (Y=1 point, N=-1 point)
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-B/section-200.113>

Notes for HSEMD staff:

NONE

Yes/No

- Policies and procedures to safeguard personally identifiable information (i.e. Social Security numbers, dates of birth, medical information, etc.)¹⁰ *Attach associated policies* (Y=1 point, N=-1 point)

Notes for HSEMD staff:

NONE

***Risk Level:**

(Note: Attachments must be included in order for the points to be awarded)

<u>Points</u>	<u>Level</u>	<u>Actions</u>
<0-5	High	Site Monitoring Visit or Desk Review, regular site visit and administrative reviews by HSEMD staff.
6-10	Medium	Desk Review upon closeout of projects as needed; continued quarterly progress report monitoring and project closeout monitoring.
11-15	Low	Continued quarterly progress report monitoring and project closeout monitoring.

⁹ 2 CFR §200.113 requires that all non-Federal entities and applicants for a Federal award must disclose in a timely manner and in writing to the Federal awarding agency or pass-through entity any violations that may affect the Federal award.

¹⁰ 2 CFR §200.303(e)