

Hazard Mitigation Grant Agreement  
Lancaster County – H-115 Culvert

**GRANT AGREEMENT**

**Between**

**Nebraska Emergency Management Agency (NEMA)**

**And**

**Lancaster County**

Project Title: Lancaster County H-115 Culvert

Grant Agreement No: DR-4325

Project No: 0008

Federal Tax ID#: 47-6006-482

DUNS No: 06-867-6535

FIPS Code: 109-99109-00

CFDA #: 97.039 (Hazard Mitigation Grant Program)

**SCOPE OF WORK**

This Grant Assistance Agreement (AGREEMENT) is to provide Lancaster County (SUBRECIPIENT) with federal assistance from the Hazard Mitigation Grant Program funds for the above referenced mitigation grant. The federal share shall not exceed \$107,523.00 or 75% of the actual allowable project costs, whichever is less. The SUBRECIPIENT shall provide at least \$35,841.00 (25%) through local non-federal (cash and/or in-kind) sources for actual allowable project costs. 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.

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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 June 19, 2018 through June 19, 2021. 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 safe guards 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.

## **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.

**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. To the extent allowed by law, 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 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.

3. To the extent allowed by law, 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.

FEDERAL EMERGENCY MANAGEMENT AGENCY  
SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS

O.M.B. No. 3067-0206  
Expires February 28, 2007

Disaster No:  
DR-4325-NE

CA FOR (Name of Applicant)

Lancaster County (0008)

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

An applicant must check each item that they are certifying to:

- Part I  FEMA Form 20-16A, Assurances-Nonconstruction Programs
- Part II  FEMA Form 20-16B, Assurances-Construction Programs
- Part III  FEMA Form 20-16C, Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Part IV  SF LLL, Disclosure of Lobbying Activities (If applicable)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

\_\_\_\_\_  
Typed Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date Signed

NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

**Paperwork Burden Disclosure Notice**

"Public reporting burden for this form is estimated to average 1.7 hours per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, retain, disclose, or to provide information to us. You may send comments regarding the burden estimate or any aspect of the form, including suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (3067-0206). You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Please do not send your completed form to the above address.



FEDERAL EMERGENCY MANAGEMENT AGENCY  
ASSURANCES-NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the 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 award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 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.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

FEDERAL EMERGENCY MANAGEMENT AGENCY  
ASSURANCES-CONSTRUCTION PROGRAMS

NOTE: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the 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.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. 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.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other non-discrimination provision in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchase.
12. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 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.

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13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7),

20. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards

the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Section 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333) regarding labor standards for federally assisted construction subagreements.

14. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

21. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout, that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.

23. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117. - 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transfer, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

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

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

**1. LOBBYING**

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

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

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

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

Standard Form LLL, "Disclosure of Lobbying Activities" attached.  
(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

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

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

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

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

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

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

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

**3. DRUG-FREE WORKPLACE  
(GRANTEES OTHER THAN INDIVIDUALS)**

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

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

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

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

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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

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

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

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

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

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

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

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

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

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

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

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Check if there are workplaces on file that are not identified here.

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

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Hazard Mitigation Grant Program

**Subrecipient Reporting Worksheet**

Section A - Federal Award Information

Federal Award Identifier Number (FAIN)	4325DRNEP0000000	
Federal Awarding Agency Name	Federal Emergency Management Agency	Agency Code 7022
CFDA Program Number	CFDA # 97.039	Hazard Mitigation Grant Program
Award Date	6/19/2018	
Sub-grant amount from this Award	\$107,523.00	

Section B - Subrecipient Information

Subrecipient DUNS Number	06-867-6535	
Subrecipient Name	Lancaster County	
Subrecipient Address		
Physical	444 Cherrycreek Road	
Mailing	0	
City	Lincoln	
State	Nebraska	
County	Lancaster County	
Zip Code + 4	68528-1593	
Congressional District	2	
Amount of Subgrant	\$107,523.00	
Date of FEMA project Approval	6/19/2018	
Subrecipient Principal Place of Performance	Same as above	
Physical	444 Cherrycreek Road	
Mailing	0	
City	Lincoln	
State	Nebraska	
County	Lancaster County	
Zip Code + 4	68528-1593	
Congressional District	2	
Subgrant Number	0008	
Sub-grant Project Description		

Section C - Federal Award Information

1. In your business or organization's previous fiscal year, did your business organization (including parent organization, all branches, and all affiliates worldwide) receive 80% or more of your annual gross revenues in the U.S. federal contracts, sub-contracts, loans, grants, subgrants, and/or cooperative agreements AND \$25,000,000 or more in annual gross revenues from U.S. federal contracts, sub-contracts, loans, grants, sub-grants, and/or cooperative agreements?

**No**      You are not required to provide officer compensation information

You are not required to provide officer compensation information

**N/A**

Information Not Required	Information Not Required	Information Not Required
Information Not Required	Information Not Required	Information Not Required
Information Not Required	Information Not Required	Information Not Required
Information Not Required	Information Not Required	Information Not Required
Information Not Required	Information Not Required	Information Not Required

Hazard Mitigation Grant Program

Section D - Federal Award Information (Continuation)  
state funds).

Page 3 of 3

Federal Award Identifier Number (FAIN)	_____	
Federal Awarding Agency Name	_____	
CFDA Program Number	_____	
Award Date	_____	
Sub-grant amount from this Award	_____	
Federal Award Identifier Number (FAIN)	_____	
Federal Awarding Agency Name	_____	
CFDA Program Number	_____	
Award Date	_____	
Sub-grant amount from this Award	_____	
Federal Award Identifier Number (FAIN)	_____	
Federal Awarding Agency Name	_____	
CFDA Program Number	_____	
Award Date	_____	
Sub-grant amount from this Award	_____	
Federal Award Identifier Number (FAIN)	_____	
Federal Awarding Agency Name	_____	
CFDA Program Number	_____	
Award Date	_____	
Sub-grant amount from this Award	_____	
Amount funded from Federal Grants	<u>\$107,523.00</u>	<i>total of grants in Section A</i>
Amount funded from State General Funds	_____	
Amount funded from State Cash Funds	_____	
Amount funded from Federal Cash Funds	_____	<i>fed sources other than grants</i>
Total amount funded from all sources	<u>\$107,523.00</u>	<i>should equal total of sub-grant</i>
Authorized Point of Contact Signature ----->	_____	
<p><i>Sub-Grant Transparency Act 2010 Req Form</i> <span style="float: right;"><b><u>Please Sign and return to NEMA</u></b></span></p>		



State of Nebraska Hazard Mitigation Grant Program Subgrantee Quarterly Progress Report					
SUBGRANT AND SUBGRANTEE INFORMATION					
Grant (Disaster) Number: 4325		Reporting Period		Report Date	
Subgrant (Project) Number: 0008		4/1/16		6/30/16	
Project Title: H-115					
Project Description: Culvert replacement/Mitigation					
SUBGRANTEE POINT OF CONTACT INFORMATION					
Name: Chad Packard		Title:		Civil Engineer IV	
Phone Number: 402-441-6901		Email:(alt POC)		cpackard@lancastr.ne.gov	
PROJECT COSTS					
Select Cost Code:		(1) Cost Unchanged			
	Total Project	Federal Share	Non-Federal Share	<u>CFDA # 97.039</u>	
Total Amount Awarded:	\$143,364.00	\$107,523.00	\$35,841.00		
Total Amount Requested to Date:		\$0.00	\$0.00		
Total Amount Received to Date:		\$0.00	\$0.00		
Total Reimbursement Request This Quarter (See Reimbursement Request Form)		\$0.00	\$0.00		
APPROVED WORK SCHEDULE (PROVIDED IN APPLICATION)					
Select Overall Status Code:		(1) On Schedule			
Percentage Complete:		5%			
Activity Completion Due Date:		June 19, 2021			
Revised Activity Completion Due Date (If applicable):					
Milestone Description	Approved Application Timeframe Quantity	Approved Application Timeframe Quantity Unit of Measure	Select Milestone Status Code	Due Date	Actual Completion Date
2 Initial grant agreement process	1	Months		7/19/2018	1/0/00
3 Engineering analysis & preliminary design; surveys; H&H study; permitting; and ROW determination	9	Months		4/19/2019	1/0/00
4 Final desgin, FEMA review and revise as necessary	3	Months		7/19/2019	1/0/00
6 Bidding process	2	Months		9/19/2019	1/0/00
7 Notification to affected agencies	1	Months		10/19/2019	1/0/00
8 Preconstruction meeting	1	Months		11/19/2019	1/0/00
9 Utilities moved	3	Months		2/19/2020	1/0/00
10 Notice to proceed	1	Months		3/19/2020	1/0/00
11 Construction	6	Months		9/19/2020	1/0/00
12 Inspectiosn (local and state)	2	Months		11/19/2020	1/0/00
13 Account Reconciliation	3	Months		2/19/2021	1/0/00
14 Final reimbursement	2	Months		4/19/2021	1/0/00
15 Project closeout	2	Months		6/19/2021	1/0/00
16				6/19/2021	1/0/00
17				6/19/2021	1/0/00
18				6/19/2021	1/0/00
19				6/19/2021	1/0/00
20				6/19/2021	1/0/00
21				6/19/2021	1/0/00
22				6/19/2021	1/0/00
23				6/19/2021	1/0/00
<b>Total Project Duration</b>	<b>36</b>	<b>Months</b>		<b>6/19/2021</b>	<b>1/0/00</b>
Provide a brief explanation of project activities to date; include any delays or cost changes that would affect project completion.					
If delays have been encountered, please select from the list below whether an extension is anticipated. Please note, selection does not guarantee an extension approval will be granted. All funds incurred after the approved activity completion due date are unallowable. See extension worksheet for further details.					

Signature (Authorized Representative)
Date

*By signing, you certify that all information above is true and correct.*

Cell: A2

Content: General Instructions to complete the HMGP Quarterly Performance Report:  
Yellow Cells indicate sub-header information.

Green Cells indicate entry elements required to evaluate the progress of approved HMGP subgrants.

Each element required reflects bolded text and includes a red triangle in the cell title preceding an entry field. To obtain instructions for each element, hover your mouse over red triangle and a comment explaining the element will appear. A compilation of comments, titled for each cell, will print at the end of the progress report. To disable printed comments, go to "File", "Page Setup", then select the tab titled "Sheet". In the drop down menu provided for "Comments" select, "(NONE)".

Requirements for requesting extensions and reimbursements have been built into this workbook for the convenience of the subgrantee in meeting requirements for such request.

A worksheet titled "Extension Request Form" is provided for the convenience of subgrantees experiencing delays in completing an approved project/subgrant.

A worksheet titled "Request for Reimbursement Form" is provided for convenience of the subgrantee requesting a reimbursement. A list of documents to submit in attachment to this request is identified in the request worksheet.

For any questions or concerns in completing these forms, please contact the Nebraska Emergency Management Agency's State Hazard Mitigation Officer, Sheila Hascall at (402) 471-7217 or email at sheila.hascall@nebraska.gov.

Cell: A3

Content: Grant (Disaster) Number Instructions:  
Enter the disaster number found on the FEMA approval letter for the subgrant/project you are reporting progress.

Cell: E3

Content: Reporting Period Instructions:  
Enter the start date and end date of the quarterly reporting period being reported this quarter.  
Reporting periods are for the federal Fiscal Year (FY); as shown below in an example for FY-2009  
Period Start Date – Period End Date  
Qtr 1: 10/01/08 through 12/31/08 (reports due to NEMA on 01/15/2009)  
Qtr 2: 01/01/09 through 03/31/09 (reports due to NEMA on 04/15/2009)  
Qtr 3: 04/01/09 through 06/30/09 (reports due to NEMA on 07/15/2009)  
Qtr 4: 07/01/09 through 09/30/09 (reports due to NEMA on 10/15/2009)

Cell: G3

Content: Report Date Instructions:  
Enter the date this report was completed; see reporting period instructions for due dates associated with the quarter being reported.

Cell: A4

Content: Subgrant (Project) Number Instructions:  
Enter the subgrant number which is the project number identified on the FEMA approval letter for the project progress being reported.

Cell: A5

Content: Project Title Instructions:  
Enter the project title of the subgrant this report is for; this should be the project title found on the application for funding which may also be found on the project title provided on the FEMA approval letter.

Cell: A6

Content: Project Description Instructions:  
Enter a short description of the project being reported. Examples are provided below for your convenience.  
\* Acquisition and demolition of 15 residential and 5 commercial structures in the floodway.  
\* Construction of a safe-room in the city of sample elementary school.  
\* Construct 15 electrical dead-end storm structures across 100 miles of transmission line.

Cell: A8

Content: Name Instructions:  
Enter the name of the subgrantee point of contact. This person is identified on the subgrant application, unless changed and prior approval was granted. The State Hazard Mitigation Officer may contact the person identified to resolve any questions or concerns as a result of the subgrant activity.

Cell: E8

Content: Title Instructions:  
Enter the job title of the subgrantee point of contact identified under Name.

Cell: A9

Content: Phone Number Instructions:  
Enter the phone number the State Hazard Mitigation Officer may use to contact the Subgrantee Point of Contact identified under Name.

Cell: E9

Content: Email Instructions:  
Enter the email the State Hazard Mitigation Officer may use to contact the Subgrantee Point of Contact identified under Name.

Cell: A11

Content: Select Cost Code Instructions:  
Select from the drop down menu to report the status of costs for this project. The menu lists the following cost code options:  
(1) Cost Unchanged,

Select "Cost Unchanged" if there has been no change in the approved budget and it is anticipated that costs will not be changed prior to the end of the activity completion timeframe. If cost incurred has not changed, but is anticipated please provide an explanation in the description box below.

(2) Cost Overrun,

Select "Cost Overrun" if there has been or will be a cost overrun incurred as a result of performing the approved scope of work for the project/subgrant. Using the description below, you must provide an explanation if a cost overrun for the activity is evident. Please reference the HMGP Administrative Plan and/or 44 CFR part 206.438(b) for cost overrun procedures and regulations.

(3) Cost Underrun

Select "Cost Underrun" if there has been or will be a cost underrun incurred as a result of performing the approved scope of work for the subgrant. Using the description below, you must provide an explanation if a cost underrun for the activity is evident. Please reference the HMGP Administrative Plan for cost underrun procedures.

Cell: A13

Content: Total Amount Awarded Instructions:

Enter the total project amount, the federal share, the non-federal share and any subgrantee administrative allowance awarded for the approved subgrant/project.

Cell: A14

Content: Total Amount Requested to Date Instructions:

Enter the total amount of funds requested for reimbursement as of the end of the reporting period broken out by each of the following; the total project amount, the federal share, the non-federal share, and the subgrantee administrative allowance.

Cell: A15

Content: Total Amount Received to Date Instructions:

Enter the total amount of funds reimbursed as of the end of the reporting period. The total project amount, total federal share, total non-federal share, and total subgrantee administrative allowance should be identified for reimbursements received.

Cell: A16

Content: Total Reimbursement Request This Quarter Instructions:

Enter the total project, the federal share, and the non-federal share for costs expended to date in performance of the approved scope of work being requested for reimbursement this quarter. Use the tab below titled, "Reimbursement Request Form", to complete the request for reimbursement.

Cell: A18

Content: Select Overall Status Code Instructions:

Select from the drop down menu to report the status of the approved scope of work for the reporting period. The menu lists the following Status Code options:

(1) On-Schedule,

Select "On-Schedule" if the overall performance of the scope of work is on target to be completed within the approved work schedule and activity completion timeframe.

(2) Suspended,

Select "Suspended" if the overall performance of the subgrant has been suspended (a suspended subgrant is one remedy for non-compliance which the federal awarding agency may take if a grantee or subgrantee materially fails to comply with any term of an award as outlined in 44 CFR part 13.43 Enforcement.)

(3) Delayed,

Select "Delayed" and describe below if any problems, delays, or adverse conditions exist which have or will impair the ability to meet the approved scope of work.

(4) Cancelled,

Select "Cancelled" if the approved project has been cancelled and provide an explanation in the box below.

(5) Completed.

Select "Completed" when all activities under the approved scope of work have been completed.

Cell: A19

Content: Percentage Complete Instructions:

Identify the percentage of work completed for the reporting period.

Cell: A20

Content: Activity Completion Due Date Instructions:

Enter the activity completion due date. The date by which a subgrantee must complete an activity funded under a HMGP grant. This is the subgrant equivalent of a period of performance. It is the period of time during which the subgrantee is expected to complete activities including plans, and liquidate HMGP program funds. HMGP program guidance limits individual activity completion timeframes to three years.

Cell: A21

Content: Revised Activity Completion Due Date Instructions (If applicable):

Enter the revised activity completion due date if an extension has been granted by FEMA. Enter "N/A" (Not Applicable) if an extension has not been granted.

Cell: A22

Content: Milestone Description Instructions:

Enter each milestone as identified in the approved HMGP application, work schedule section. Any change in scope of work or work schedule requires prior approval by FEI

Cell: C22

Content: Approved Application Timeframe Instructions:

Enter the approved application timeframe. This is the timeframe identified in the approved work schedule section of the HMGP application associated with each milestone described.

Cell: D22

Content: Approved Application Timeframe Instructions:

Enter the approved application timeframe. This is the timeframe identified in the approved work schedule section of the HMGP application associated with each milestone described.

Cell: E22

Content: Select Milestone Status Code Instructions:

Select from the drop down menu to report the status of each approved milestone identified in the application to complete the scope of work for the reporting period. The menu lists the following Status Code options:

(1) On-Schedule,

Select "On-Schedule" for each milestone that is on target to be completed within the approved due date calculated from the timeframe identified in the approved work schedule.

(2) Suspended,

Select "Suspended" for all milestones in the approved work schedule if the overall project has been suspended (a suspended subgrant is one remedy for non-compliance with the federal awarding agency may take if a grantee or subgrantee materially fails to comply with any term of an award as outlined in 44 CFR part 13.43 Enforcement.)

(3) Delayed,

Select "Delayed" and describe below if any problems, delays, or adverse conditions exist which have or will impair the ability to meet each milestone within the approved work schedule.

(4) Cancelled,

Select "Cancelled" for each milestone within the approved project which has been cancelled and provide an explanation in the box below.

(5) Completed.

Select "Completed" for each milestone that has been completed.

Cell: F22

Content: Due Date Instructions:

Enter the due date associated with each milestone identified. The due date is calculated using the approved work schedule by calculating the number of days or months identified in the 'timeframe' associated with each milestone from the date FEMA approved the project.

Cell: G22

Content: Actual Completion Date Instructions:

Enter the actual day each milestone identified was completed.

State of Nebraska Hazard Mitigation Grant Program Reimbursement Request Form				
SUBGRANT AND SUBGRANTEE INFORMATION				
Grant (Disaster) Number:	4325	Select Payment Request	Partial	
Subgrant (Project) Number:	0008	Payment Request #	1	
Project Title:	H-115			
Project Description:	Culvert replacement/Mitigation			
SUBGRANTEE POINT OF CONTACT INFORMATION				
Name:	Chad Packard	Title:	Civil Engineer IV	
Phone Number:	402-441-6901	Email:	cpackard@lancaster.ne.	
PROJECT COSTS				
Select Cost Code:	(1) Cost Unchanged			
Justification for Change:				
	Total Project Amount	Federal Share Amount	Non-Federal Share Amount	<u>CFDA # 97.039</u>
Total Amount Awarded:	\$143,364.00	\$107,523.00	\$35,841.00	
Total Amount Requested to Date:		\$0.00	\$0.00	
Total Amount Received to Date:		\$0.00	\$0.00	
Total Reimbursement Request:		\$0.00	\$0.00	

Signature (Authorized Representative)

Date

*By signing, you certify that all information above is true and correct and that all reported costs have been incurred in compliance with federal laws and local procurement policies and payment request has not been previously requested*

\* Request for Reimbursement must be include payment verification (i.e. paid invoices, receipts, payroll records with personnel activity reports, cancelled checks, general ledger printouts, ect.)

Cell: A3

Comment: Grant (Disaster) Number Instructions:

Enter the disaster number found on the NEMA approval letter for the subgrant/project you are reporting progress.

Cell: D3

Comment: Payment request Instructions:

Partial: Indicates partial payment for the overall grant award is being requested

Final: Indicates this will be the final request for funding from the subgrantee against the award

Cell: A4

Comment: Subgrant (Project) Number Instructions:

Enter the subgrant number which is the project number identified on the NEMA approval letter for the project progress being reported.

Cell: A5

Comment: Project Title Instructions:

Enter the project title of the subgrant this report is for; this should be the project title found on the application for funding which may also be found on the project title provided on NEMAs approval letter.

Cell: A6

Comment: Project Description Instructions:

Enter a short description of the project being reported. Examples are provided below for your convenience.

\* Acquisition and demolition of 15 residential and 5 commercial structures in the floodway.

\* Construction of a safe-room in the city of sample elementary school.

\* Construct 15 electrical dead-end storm structures across 100 miles of transmission line.

Cell: A8

Comment: Name Instructions:

Enter the name of the subgrantee point of contact. This person is identified on the subgrant application, unless changed and prior approval was granted. The State Hazard Mitigation Officer may contact the person identified to resolve any questions or concerns as a result of the subgrant activity.

Cell: D8

Comment: Title Instructions:

Enter the job title of the subgrantee point of contact identified under Name.

Cell: A9

Comment: Phone Number Instructions:

Enter the phone number the State Hazard Mitigation Officer may use to contact the Subgrantee Point of Contact identified under Name.

Cell: D9

Comment: Email Instructions:

Enter the email the State Hazard Mitigation Officer may use to contact the Subgrantee Point of Contact identified under Name.

Cell: A11

Comment: Select Cost Code Instructions:

Select from the drop down menu to report the status of costs for this project. The menu lists the following cost code options:

(1) Cost Unchanged,

Select "Cost Unchanged" if there has been no change in the approved budget and it is anticipated that costs will not be changed prior to the end of the activity completion timeframe. If cost incurred has not changed, but is anticipated please provide an explanation in the 'Justification for Change' box below.

## (2) Cost Overrun,

Select "Cost Overrun" if there has been or will be a cost overrun incurred as a result of performing the approved scope of work for the project/subgrant. Using the 'Justification for Change' box below, you must provide an explanation if a cost overrun for the activity is evident. Please reference the HMGP Administrative Plan and/or 44 CFR part 206.438(b) for cost overrun procedures and regulations.

## (3) Cost Underrun

Select "Cost Underrun" if there has been or will be a cost underrun incurred as a result of performing the approved scope of work for the subgrant. Using the 'Justification for Change' box below, you must provide an explanation if a cost underrun for the activity is evident. Please reference the HMGP Administrative Plan for cost underrun procedures.

Cell: A12

Comment: Justification for Change:

Provide brief narrative to justify cost change.

Cell: A14

Comment: Total Amount Awarded Instructions:

Enter the total project amount, the federal share, the non-federal share and any subgrantee administrative allowance awarded for the approved subgrant/project.

Cell: A15

Comment: Total Amount Requested to Date Instructions:

Enter the total amount of funds requested for reimbursement as of the end of the reporting period broken out by each of the following; the total project amount, the federal share, the non-federal share, and the subgrantee administrative allowance.

Cell: A16

Comment: Total Amount Received to Date Instructions:

Enter the total amount of funds reimbursed as of the end of the reporting period. The total project amount, total federal share, total non-federal share, and total subgrantee administrative allowance should be identified for reimbursements received.

Cell: A17

Comment: Total Reimbursement Request:

Enter the total project, the federal share, and the non-federal share for costs expended to date in performance of the approved scope of work being requested for reimbursement.

**State of Nebraska  
Hazard Mitigation Grant Program  
Subgrantee Extension Request Form**

**CONSIDERATIONS AND CRITERIA FOR REQUESTING A TIME EXTENSION**

- 1 If unable to complete the project within the approved activity completion timeframe, the subgrantee must submit a formal written request for a time extension with justification to the State Hazard Mitigation Officer. Provided below are criteria which must be completed to facilitate the review of the extension request.
- 2 This request must be received by FEMA no later than 60 days prior to the expiration of the activity completion timeframe, therefore requests must be submitted to NEMA within 75 days of the expiration.
- 3 Requests for time extensions will be considered but will not be granted automatically and must be supported with adequate justification in order to be processed.
- 4 Failure to submit an extension request will result in a de-obligation of any funds not disbursed by the grantee within the approved activity completion timeframe. A subgrantee/grantee may not expend FEMA funds after the expiration of the grant performance period unless an extension is approved by FEMA.
- 5 The justification is a written explanation of the reason or reasons for the delay; an outline of the remaining project funds available to support the extended performance period; and a description of performance measures necessary to complete the project. Without adequate justification, extension requests will not be processed.
- 7 Verification is required to ensure "NO CHANGE TO THE SCOPE OF WORK (SOW)". A change to the approved SOW requires prior approval from FEMA. Any costs incurred as a result of an un-authorized SOW change will be disallowed.

**SUBGRANT AND SUBGRANTEE INFORMATION**

SUBGRANT INFORMATION		SUBGRANTEE POINT OF CONTACT INFORMATION	
<b>Grant (Disaster):</b> 4325		<b>Name:</b> Chad Packard	
<b>Subgrant (Project):</b> 0008		<b>Title:</b> Civil Engineer IV	
<b>Project Title:</b> H-115		<b>Phone:</b> 402-441-6901	
<b>Project Description:</b> Culvert replacement/Mitigation		<b>Email:(Alt POC)</b> cpackard@lancaster.ne.gov	

**(1) STATUS OF ON-GOING ACTIVITY**

<b>Select Overall Status:</b>	<b>(1) On Schedule</b>
<b>Percentage of Completion:</b>	<b>0%</b>
<b>Identify any prior change requests submitted but not yet approved:</b>	<b>None</b>

**(2) REASONS FOR DELAY**

Provide a brief description below of circumstances encountered in project non-completion.  
For additional justification, provide a separate sheet and attach.

**(3) PROJECT COMPLETION**

**APPROVED WORK SCHEDULE (PROVIDED IN APPLICATION)**

Milestone Description	Approved Application Timeframe Quantity	Approved Application Timeframe Quantity Unit of Measure	Milestone Status Code	Due Date	Revised Due Date (Requested)	Actual Completion Date
2 Initial grant agreement process	1	Months	0	7/19/2018	1/0/1900	1/0/1900
3 Engineering analysis & preliminary design; surveys; H&H study; permitting; and ROW determination	9	Months	0	4/19/2019	1/0/1900	1/0/1900
4 Final design, FEMA review and revise as necessary	3	Months	0	7/19/2019	1/0/1900	1/0/1900
### Bidding process	2	Months	0	9/19/2019	1/0/1900	1/0/1900
6 Notification to affected agencies	1	Months	0	10/19/2019	1/0/1900	1/0/1900
7 Preconstruction meeting	1	Months	0	11/19/2019	1/0/1900	1/0/1900
8 Utilities moved	3	Months	0	2/19/2020	1/0/1900	1/0/1900
9 Notice to proceed	1	Months	0	3/19/2020	1/0/1900	1/0/1900
10 Construction	6	Months	0	9/19/2020	1/0/1900	1/0/1900
11 Inspection (local and state)	2	Months	0	11/19/2020	1/0/1900	1/0/1900
12 Account Reconciliation	3	Months	0	2/19/2021	1/0/1900	1/0/1900
13 Final reimbursement	2	Months	0	4/19/2021	1/0/1900	1/0/1900
14 Project closeout	2	Months	0	6/19/2021	1/0/1900	1/0/1900
15	0	0	0	6/19/2021	1/0/1900	1/0/1900
<b>Total Project Duration</b>	<b>36</b>	<b>Months</b>	<b>0</b>	<b>6/19/2021</b>	<b>1/0/1900</b>	<b>1/0/1900</b>



**REVISED WORK SCHEDULE (IF NECESSARY)**

Identify additional objectives/milestones (and associated completion dates) necessary to complete the project.

Milestone Description	Timeframe	
	Start Date	End Date
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		

Signature (Authorized Representative)

Date

*By signing, you certify the project will be completed within the extended performance period without modifications to the approved statement of work and work will be completed in accordance with appropriate Program statute, regulation, and Grant Award Agreement Articles, if the extension is granted.*