

December 16, 2013

The Mahaska County Board of Supervisors met in regular session on the above date at 9:00 a.m. in the third floor conference room of the Mahaska County courthouse. Present were the following board members: Chairman ó Greg Gordy; Vice chairman ó Mike Vander Molen; Member - Mark Doland. Also present were Duane Nollen, Osky Herald; Eduardo Zamarripa, Presley Joss, CRI; Taylor Howard, KBOE; Dave Sedivec, Mahaska County Conservation Director; Jerry Nusbaum, Mahaska County Engineer; Deann DeGroot, MCARD; Troy Bemis, Maintenance Director and Susan Brown, Mahaska County Auditor.

This meeting was filmed by Communications Research Institute of William Penn University.

Chairman Gordy opened the meeting at 9:00 a.m. with a moment of silence.

It was moved by Vander Molen seconded by Doland to approve the agenda for today's meeting. All present voted aye. Motion carried.

It was moved by Doland seconded by Vander Molen to approve the minutes of December 2nd and December 9th meetings. All present voted aye. Motion carried.

Eric Dursky, Sanitarian, was unable to attend today's meeting.

Deann DeGroot, MCARD, presented report to the board and it was placed on file.

Dave Sedivic, Mahaska County Conservation, presented his report to the board and it was placed on file.

It was moved by Vander Molen seconded by Doland to remove Anita Golden from payroll in the maintenance department effective December 5, 2013. All present voted aye. Motion carried.

It was moved by Vander Molen seconded by Doland to approve the purchase of a sound system speaker, to be installed in the 3rd floor conference room of the courthouse, for use at supervisor board meetings at a cost of \$317.99. All present voted aye. Motion carried.

The bylaws for the Mahaska County Solid Waste Commission were reviewed and determined that the 28E agreement, bylaws and county directory are in agreement pertaining to number and timing of appointments.

It was moved by Doland seconded by Vander Molen to approve the following contract for services with Area 15 Regional Planning Commission. All present voted aye. Motion carried.

**Contract for Services Between The
MAHASKA COUNTY BOARD OF SUPERVISORS
AND
AREA 15 REGIONAL PLANNING COMMISSION**

Area 15 Regional Planning Commission (hereinafter referred to as the Contractor) has the expertise to carry out the responsibilities of a Hazard Mitigation Contractor as outlined in the attached Scope of Work, and the Mahaska County Board of Supervisors, requires assistance in the development of Mahaska County Multi-Jurisdictional Hazard Mitigation Plan.

In mutual consideration of the promises set forth in this agreement, it is therefore agreed as follows:

Article I. SECTION 1. Scope of Services

The Contractor shall provide the services necessary to fulfill the requirements established by the Mahaska County Board of Supervisors and outlined in the attached Scope of Work and Federal Contract Language attachments, both of which are to be considered part of this contract. All work is to be consistent with the requirements established by the Disaster Mitigation Act of 2000 (DMA2K), 44 CFR, Part 201 and approved by FEMA.

Article II. SECTION 2. Time of Performance

The work under this Contract shall begin on immediately upon execution. Completion is projected for no later than November 26, 2016. In the event the completion date requires an extension, the Contractor and Mahaska County may negotiate the terms of the extension and will work with the granting agency to coordinate that extension.

Section 2.01 SECTION 3. Personnel

The parties intend that an independent contractor-purchaser of service relationship will be created by the Contract. The Contractor is not considered an agent or employee of the County of Mahaska for any purpose.

Article III. SECTION 4. Method of Payment

The Fiscal Agent shall pay the Contractor for the work under this Contract on the following schedule:

- a. Payment shall be due upon receipt of an invoice for actual work performed and receipt of grant funds by Mahaska County. Final payment shall be due upon completion and FEMA approval of the Plan and all other required IHSEMD documents.
- b. Payments to the Contractor for services provided will not exceed the proposed amount.
- c. The Mahaska County Board of Supervisors must approve and authorize the Contractor invoice prior to payment.

Article IV. SECTION 5. Amendments

Any amendments or changes to this Contract must be in writing and mutually agreed to by the Contractor and Mahaska County Board of Supervisors.

Section 4.01 SECTION 6. Termination Clause

Either party assigned hereto shall have the authority to terminate this Contract, by notifying the other party by registered mail within sixty (60) days of the effective termination date. The Contractor will be paid for the time provided and expenses incurred up to the termination date.

SECTION 7. Saving Clause

Should any provision of this Contract be deemed unenforceable by a court of law, all of the other provisions shall remain in effect.

Section 4.02 SECTION 8. Entire Agreement Statement

This Contract contains the entire agreement between the Mahaska County Board of Supervisors and Contractor for the contracted work. There are no other written or oral agreements, understandings, or contracts that shall take precedence over the items contained herein, unless they have been made a part of this Contract per Section 5.

PASSED AND APPROVED:
AREA 15 REGIONAL
PLANNING COMMISSION

Chairman

Date

MAHASKA COUNTY
BOARD OF SUPERVISORS
s/Greg Gordy, Chairman

12-16-2013

Date

SCOPE OF SERVICES

Under this agreement, the contractor is responsible for developing a Multi-Jurisdictional Hazard Mitigation Plan, in accordance with the Disaster Mitigation Act of 2000 (DMA2K), 44 CFR, Part 201 and approved by FEMA.

Specifically, the Contractor shall provide the following services. The scope of services for successful completion of this contract shall include the following requirements.

The Contractor shall:

Work with the Emergency Management Agency Coordinator to plan the Planning Meeting(s).

Work with the Emergency Management Agency Coordinator to develop and meet with the appointed planning committee to begin the planning process.

Coordinate planning of all necessary meetings and public hearings required to adequately complete the plan in accordance with FEMA requirements. This will include working with appropriate city and county officials to schedule meetings, determine locations, and

notify team members and the public. All formal invitations, public notices, letters, and press releases will be developed with the review and approval of appropriate officials.

Attend all meetings and consultations with every jurisdiction in Mahaska County in order to determine the hazards that are critical to the jurisdiction and the mitigation measures needed for each hazard identified in each jurisdiction. The hazards to be initially considered will include the 16 natural hazards (Drought, Earthquake, Expansive Soils, Extreme Heat, Flash Flood, Hailstorm, Landslide, River Flood, Severe Winter Storm, Thunderstorm & Lightning, Tornado, Windstorm, Sinkhole, Levee Failure, Dam Failure, and Grass or Wildland Fire) and 7 manmade hazards (Human Disease, Hazardous Materials, Transportation Incident, Infrastructure Failure, Terrorism, Radiological, and Animal/Plant/Crop Disease) identified in the *2013 Iowa Hazard Mitigation Plan*. Each jurisdiction, including Barnes City, the City of Beacon, the City of Fremont, the City of Keomah Villace, City of Leighton, City of New Sharon, City of Oskaloosa, City of Rose Hill, City of University Park, unincorporated Mahaska County, William Penn University, the North Mahaska Community School District, and the Oskaloosa Community School District will be identified in the plan with their specific hazards and mitigation measures. The plan will be drafted in such a way as to preserve the identity of specific communities and their particular mitigation needs. The number of meetings and consultations with each community will vary with mitigation planning needs. FEMA requires a minimum of three meetings to be held in conjunction with the development of a Pre-Disaster Hazard Mitigation Plan. It is anticipated that each community will participate in a minimum of two meetings to determine hazards and mitigation measures and to review the plan draft. Each jurisdiction will also be required to officially adopt the completed plan.

Develop a Community Profile for each of the jurisdictions in Mahaska County in coordination with local officials and the appointed planning committee.

Research and prepare hazard analysis and vulnerability assessments for each of the identified hazards as part of an in-depth hazard profile to include definition and description, historical occurrence, probability, vulnerability, maximum threat, severity of impact, and speed of onset. All available technology and resources will be utilized including, but not limited to:

- NFIP (National Flood Insurance Plan) flood plain maps
- FEMA HAZUS-MH risk assessment software
- National Weather Service (NWS), National Climatic Data Center (NCDC), National Transportation Board (NTSB), USGS, US Census, and National Disaster Center records and databases
- GIS Technology
- Historical Records
- Previously completed Hazard Mitigation Plans from Mahaska County jurisdictions

Develop an analysis of each hazard mitigation measure using the STAPLEE (Social, Technical, Administrative, Political, Legal, Economic, and Environmental) evaluation criteria.

Develop a maintenance and review section of the Plan based on the information provided by the appointed planning committee.

Include a wide range of possible mitigation activities as identified by each community and the appointed planning committee in the completed Plan.

Prepare all mapping and related documents as required by FEMA.

Administer and maintain all necessary progress reports, quarterly reports, meeting documentation, and soft match documentation in coordination with the Mahaska County Emergency Management Coordinator. All completed necessary reports and documentation will be submitted to IHSEMD and the Emergency Management Coordinator as required.

Write the Mahaska County Multi-Jurisdictional Hazard Mitigation Plan in compliance with the Disaster Mitigation Act of 2000 (DMA2k), 44CFR, Part 201, the Milestone Time Frame and Scope of Work identified in the grant application and award, and the current FEMA Region VII Local Hazard Mitigation Plan Crosswalk.

Complete the FEMA required Crosswalk Document.

Complete the Data Collection Sheets, as required, to the approval of IHSEMD.

Provide an opportunity for each community, local officials, appointed planning committee, Mahaska County Emergency Management Agency, and any other stakeholders to review and comment on the draft plan before submission to FEMA for review and approval.

Revise the draft plan as necessary based on the review and comment of the community, local officials, appointed planning committee, Mahaska County Emergency Management Agency, and other stakeholders.

Work with each jurisdiction to facilitate the adoption process including sample documentation.

Submit the completed plan to IHSEMD and FEMA for review and approval.

Complete any revisions required by FEMA in order to achieve a FEMA approved Multi-Jurisdictional Hazard Mitigation Plan.

Provide, upon FEMA approval, a hard copy of the approved Plan to each jurisdiction, the Mahaska County Emergency Management Coordinator, and the Mahaska County Board of Supervisors.

Provide, upon FEMA approval, a digital/electronic copy of the approved Plan in PDF form to each jurisdiction, the Mahaska County Emergency Management Coordinator, and the Mahaska County Board of Supervisors.

Provide, upon FEMA approval, a digital/electronic copy of the approved Plan to the Mahaska County Emergency Management Coordinator.

Collect and compile all meeting records, sign in sheets, and other documentation to facilitate soft match requirements and grant close out activities.

Maintain communications and coordination throughout the planning process with the Mahaska County Emergency Management Coordinator as well as appropriate IHSEMD and FEMA staff.

TOTAL CONTRACT AMOUNT (NOT-TO-EXCEED): **\$34,000.00**
(See payment schedule listed on page 6 of proposal)

FEDERAL CONTRACT ATTACHMENTS

a) Federal Changes

The Contractor understands that federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

b) Termination

Termination for Convenience (General Provision)

This contract, in whole or in part, at any time by written notice to the Contractor when it is in the local, state, and federal government's best interest. The Contractor shall be paid its cost, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Purchaser to be paid to the Contractor. If the Contractor has any property in its possession belonging to a Purchaser, the Contractor will account for such property and return or dispose of such property as directed by and at the cost of the Purchaser be paid its costs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver any item(s) ordered pursuant to the terms of this solicitation or any contract awarded thereof in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Purchaser may terminate his contract for default. Termination shall be effected by serving written notice on the contractor. Said notice shall set forth the

manner in which the Contractor was/is at default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services provided in accordance with the manner of performance set forth in the contract.

If it is later determined by the Purchaser that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Purchaser, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure General Provision

The Purchaser in its sole discretion may in the case of termination for breach or default, allow the Contractor a specified period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the Contractor fails to remedy to Purchaser's satisfaction the breach or default or any of the terms covenants, or conditions of the Contract within ten (10) business days after receipt by Contractor or written notice from the Purchaser setting forth the nature of said breach or default, Purchaser shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the Purchaser from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Equal Employment Opportunity

Equal Employment Opportunity: vendors submitting bids/proposals must be an equal opportunity employer as defined in Executive Order 11246, entitled as the Equal Employment Opportunity Act, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Chapter 60. The successful bidder in accepting the offer of a purchase contract under terms of this solicitation certifies that its officials shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The successful bidder shall also take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, or national origin. The following requirements apply to the underlying contract:

Race, Color, Creed, National Origin, Sex - In accordance with title VII of the Civil Rights Act, as amended, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 53432, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U>S> DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, " 41 CFR Parts 60 et seq., (that implement Executive Order No. 11246, Equal Employment Opportunity as amended by Executive Order No. 11375, "amending Executive Order 11246 relating to Equal Employment Opportunity, " 42 U.S.C. Section 2000e note) , and with any applicable

Federal statutes, executive orders, regulations and Federal policies that may affect the services being purchased. The Contractor agrees to take such affirmative actions as may be necessary to ensure compliance. These actions shall include, but shall not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Age ó In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Section 623 and Federal transit law at 49 U.S.C. Section 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

Disabilities ó In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12112, the Contractor agrees that it will comply with the requirements of the U.S. Equal Employment Opportunity Commission, ó Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, ó 29 CFR part 1630, pertaining to employment of persons with disabilities.

The Contractor agrees that is shall include these requirements in each subcontract financed in whole or in part with Federal assistance provided by the federal government, modified only if necessary to identify the affected parties.

Copeland Anti-Kickback Compliance

The Contractor agrees to comply with the Copeland óAnti-Kickbackö Act (U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).

Davis-Bacon Compliance

The Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR part 5) for construction projects in excess of \$2,000. This provision requires that a Contractor pay prevailing wages to its employees for construction contracts in excess of \$2,000.

Contract Work Hours and Safety Standards Act Compliance

The Contractor agrees to comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented in Department of Labor regulations (29 CFR part 5). This provision requires Contractor compliance when a contract in excess of \$2,000, and in excess of \$2,500 when a contract involves the employment of mechanics or laborers.

c) Access to Records and Reporting Requirements

In accordance with 49 CFR 18.36(I), the EM/contractor and any vendor acting on its behalf in this solicitation agree to provide the Iowa Homeland Security and Emergency

Management, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to any contract awarded pursuant to this solicitation for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR Part 633.17, to provide the Homeland Security Administrator or his authorized representatives, including any PMO contractor, access to Contractor's records pertaining to contracts awarded that involve a major capital project, as defined at 49 U.S.C. 5302 (a)1.

The Contractor/EM agrees to permit any of the parties described in the preceding paragraph to reproduce by any means whatsoever to copy excerpts and transcriptions as reasonably needed.

The Contractor/EM agrees to maintain all books, records, accounts and reports required under any contract awarded pursuant to this solicitation for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the Iowa Homeland Security and Emergency Management Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

Notice of Awarding Agency Pertaining to Patent Rights

With respect to any discovery or invention which arises or is developed in the course of or under this contract, the Contractor is responsible for complying with requirements pertaining to patent rights, as defined by the awarding agency.

Notice to Awarding Agency Pertaining to Copyrights and Rights in Data

With respect to any publication, documents, or data that arises or is developed in the course of or under this contract, the Contractor is responsible for complying with requirements pertaining to ownership and use, as defined by the awarding agency.

Clean Air

Each bidder or supplier, by signing the Certificate of Compliance with Bid Specifications, is obliged under penalty of law to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15. The EM/Contractor agrees to report each violation the Purchaser and understands and agrees that the Purchaser must, in turn, report each violation as required to assure notification to Homeland Security and the appropriate EPA Regional Office.

The EM/Contractor is required to include these requirements in each subcontract exceeding \$100,000 financed, in whole or in part, with Federal assistance provided by a contract awarded under this solicitation and assisted by Homeland Security.

d) Energy Conservation Requirement

The successful bidder shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued pursuant to the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

It was moved by Vander Molen seconded by Gordy to approve the following resolution. All present voted aye. Motion carried.

**STATE OF IOWA
DESIGNATION OF APPLICANT'S AUTHORIZED REPRESENTATIVE
RESOLUTION #2013-12-01**

Be it resolved by Mahaska County that Mark Doland, Supervisor, is hereby authorized to execute on behalf of Mahaska County, this mitigation project and to file it with Homeland Security and Emergency Management (HSEMD) for the purpose of obtaining financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended) and the Code of Iowa, Chapter 29c.

Passed and approved this 16th day of December, 2013.

s/Greg Gordy, Chairman, Board of Supervisors

Date: 12-16-13

Attest: s/Susan L. Brown, Mahaska County Auditor

s/Mark Doland, Supervisor

Date: 12-16-13

It was moved by Vander Molen seconded by Doland to approve the following planning grant agreement. All present voted aye. Motion

PLANNING GRANT AGREEMENT

between

Iowa Homeland Security and Emergency Management Department

and

Mahaska County

PROJECT TITLE: Mahaska County Multi - Jurisdictional Hazard Mitigation Plan Update

GRANT AGREEMENT NO: DR-4119-0002-01

FEDERAL TAX ID#: 42-6005087

SCOPE OF WORK:

This Grant Assistance Agreement (AGREEMENT) is to provide **Mahaska County** (SUBGRANTEE) with federal assistance from the Hazard Mitigation Grant Program and applicable non-federal matching funds for the above referenced hazard mitigation grant. The total grant award is **\$40,000.00**. The federal share shall not exceed **\$30,000.00** or **(75%)** of actual allowable project costs, whichever is less. The state share shall not exceed **\$4,000.00** or **(10%)** of the actual allowable costs, whichever is less. The SUBGRANTEE shall provide at least **\$6,000.00** or **(15%)** through local non-federal (cash and/or in-kind) sources for actual allowable project costs. These funds are to assist the SUBGRANTEE with developing / completing Local Hazard Mitigation Plans (Plans) in accordance with the regulatory requirements established by the Federal Emergency Management Agency (FEMA) for compliance with the Disaster Mitigation Act of 2000 (DMA 2000). **Compliant Plans shall be adopted by the applicable legal jurisdiction(s) and shall be submitted to HSEMD. Final plans must be approved by HSEMD and FEMA 60 days prior to the end of the activity completion timeframe of this agreement, which is 11/26/2016. Final Plans shall be accompanied by a completed and signed "Local Hazard Mitigation Plan Review Tool" and the "Mitigation Data Worksheet" that have been made part of this AGREEMENT, and as a requirement for accepting this award. Any changes to the approved scope and/or amount budgeted must be submitted to and approved by HSEMD prior to executing the changes.**

AGREEMENTS

HSEMD will provide financial oversight and management in the role of GRANTEE based on the grant guidance, the grant financial guide and other State and federal guidelines. The GRANTEE will provide technical assistance and direction to the SUBGRANTEE on programmatic and

financial requirements. The GRANTEE will provide all appropriate documents and forms and make payments to the SUBGRANTEE to complete the approved scope of work.

The GRANTEE is responsible for monitoring SUBGRANTEE activities to provide reasonable assurance that the SUBGRANTEE administers federal awards in compliance with federal and GRANTEE requirements. Responsibilities include the accounting of receipts and expenditures, cash management, the maintaining of adequate financial records, and the refunding of expenditures that are not eligible and allowable.

Additionally, the SUBGRANTEE will be monitored periodically by the GRANTEE 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 issues relative to each program, and will identify areas where technical assistance and other support may be needed.

The SUBGRANTEE 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 SUBGRANTEE and the SUBGRANTEE'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 *11/26/2013 through 11/26/2016*. All work must be completed prior to the Activity Completion Timeframe ending date. The SUBGRANTEE 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 90 days prior to the Activity Completion Timeframe. 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 project. The Hazard Mitigation Extension Request Form will be made available to you. Without the justification, extension requests will not be processed.

II. AUTHORITIES AND REFERENCES.

The SUBGRANTEE 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.

- OMB Circular A-102 – Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments

- OMB Circular A-87 – Cost Principles for State and Local Governments, now codified at 2 CFR, Part 225
- OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations
- Section 203 of the 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)
- Section 404 of the 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) – especially Part 13, Administrative Requirements
- Title 31 CFR 205.6 Funding Techniques
- Hazard Mitigation Assistance Unified Guidance, June 1, 2010.
- SUBGRANTEE's application that was received and approved by HSEMD and FEMA

III. GRANT MANAGEMENT SYSTEM

To ensure that federal funds are awarded and expended appropriately, the SUBGRANTEE will establish and maintain a grant management system. The standards for SUBGRANTEE 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 OMB Circular A-102, and cost principle standards in OMB Circular A-87. These standards combined with the audit standards provided within OMB Circular A-133, 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 SUBGRANTEE.

The SUBGRANTEE'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 or program
- be in compliance with the Cash Management Improvement Act (CMIA), and good business processes
- procedures to minimize federal cash on hand
- 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

IV. PROCUREMENT

This agreement requires that all procurement is executed by the SUBGRANTEE. Procurement standards must be in accordance with the written adopted procedures of the SUBGRANTEE, provided that the local procurement standards conform to applicable State and Federal law and the standards identified in the 44 CFR, Section 13.36. The SUBGRANTEE will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. The SUBGRANTEE must submit copies of bid documents and contract documents to HSEMD prior to awarding or executing contracts. No contract will be accepted without HSEMD's prior review and approval.

V. AUDIT

SUBGRANTEE must comply with the requirements of the Single Audit Act Amendments of 1996 and the Office of Management and Budget (OMB) Circular A-133. Reference: Catalog of Federal Domestic Assistance (CFDA) Number: 97.039.

VI. PAYMENT REQUEST PROCESS

The SUBGRANTEE may submit a payment request up to 30 days prior to an anticipated expenditure or disbursement. Grant revenue received by the SUBGRANTEE must be placed in a separate account. A non-interest-bearing checking account is preferred. If interest is earned, the SUBGRANTEE agrees to comply with the federal requirements from the 44 CFR, Section 13.21 (I). The SUBGRANTEE may keep interest earned on Federal grant funds up to \$100 per fiscal year. This maximum limit is not per award; it is inclusive of all interest earned as a result of all federal grant program funds received per year. SUBGRANTEE's are required to report all interest earned at least quarterly to the GRANTEE. HSEMD will provide instructions to the SUBGRANTEE for the disposition of reported interest earned.

Payments to SUBGRANTEE's are based on eligible expenditures that are specifically related to the approved grant budget and scope of work. The SUBGRANTEE has two options available to them when requesting payments from HSEMD. SUBGRANTEE's can request **Reimbursement** for allowable expenditures already paid, or request an **Advance** for expenditures expected to be paid within 30 days.

Payments shall be limited to the documented cash requirements submitted by the SUBGRANTEE. The SUBGRANTEE 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.).

- **Advance** payment requests must include a detailed cost estimate (i.e. invoices, quotes, or other document). 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.

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

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

- Signed Grant 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 SUBGRANTEEs cash management/accounting system for each separate grant program included in this agreement.
- Procurement documents: method of procurement, bid specifications approved by HSEMD, copy of approved and executed contracts between the SUBGRANTEE and contractor

VII. Match Verification

The maximum federal share to any mitigation grant cannot exceed 75% of eligible grant expenditures. Therefore, the local matching funds (cash and in-kind) must be at least 15% of eligible grant expenditures (the state share is 10%). The subgrantee is responsible for submitting proof of the local **non-federal** match that was used for their mitigation grant to HSEMD. Expenditures must be in accordance with the approved scope of work and budget and in accordance with the 44 Code of Federal Regulations (CFR), Section 13.24, "Matching or cost sharing"

Cash match can be money contributed to the subgrantee by the subgrantee, 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 subgrantee'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 subgrantee's checks to the third parties and a copy of the subgrantee'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 the 44 CFR, Section 13.24 (matching or cost sharing). 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 subgrantee'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 subgrantee to meet the matching requirements to the subgrantee's mitigation grant.

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.

VIII. REPORTING REQUIREMENTS

The mitigation grant program requires quarterly programmatic and financial reporting and progress relative to the approved scope of work. SUBGRANTEES are required to complete the quarterly progress report forms that are provided by HSEMD and submit them by the due dates stated to HSEMD.

WAIVERS

No conditions or provisions of this AGREEMENT can be waived unless approved by HSEMD and the SUBGRANTEE, 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.

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 HSEMD and the SUBGRANTEE.

COMPLIANCE, TERMINATION AND OTHER REMEDIES

Unless otherwise stated in writing, HSEMD requires strict compliance by the SUBGRANTEE 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 Project Application which was submitted to FEMA by HSEMD.

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

The SUBGRANTEE 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.

INDEMNIFICATION

1. It is understood and agreed by HSEMD and the SUBGRANTEE 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. No joint venture or partnership is formed as a result of this AGREEMENT.

2. The SUBGRANTEE, 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 SUBGRANTEE 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 SUBGRANTEE'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.

3. The SUBGRANTEE 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 SUBGRANTEE is required to protect, save, or hold harmless said parties pursuant to paragraph 2 of this part. The SUBGRANTEE'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.

ACKNOWLEDGMENTS

The SUBGRANTEE shall include, in any public or private release of information regarding the project, language that acknowledges the funding contribution by HSEMD and FEMA.

INDEPENDENT CONTRACTOR STATUS OF APPLICANT

The SUBGRANTEE, 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 SUBGRANTEE 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 SUBGRANTEE for administrative purposes.

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.

NOTICES

The SUBGRANTEE 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.

RESPONSIBILITY FOR PROJECT

While HSEMD undertakes to provide technical assistance to the SUBGRANTEE 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. HSEMD undertakes no responsibility to the SUBGRANTEE, or any third party, other than what is expressly set out in this AGREEMENT.

NOTICES AND COMMUNICATIONS BETWEEN HSEMD AND APPLICANT

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

**Mark Doland, County Supervisor
Mahaska County
106 South 1st Street
Oskaloosa, Iowa 52577**

Or the Alternate Point of Contact,

**Matthew Bauman, Senior Planner
Area 15 Regional Planning Commission
PO Box 1110
Ottumwa, Iowa 52501**

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

**Patrick J Hall
Attention: Mitigation Section
Iowa Homeland Security & Emergency Management Department
7900 Hickman Road, Suite 500**

Windsor Heights, IA 50324

ENTIRE GRANT AGREEMENT

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

Iowa Homeland Security and Emergency Management Department	Mahaska County
_____	s/Mark Doland, Supervisor
Date: _____	12-16-13

It was moved by Vander Molen seconded by Doland to approve the following resolution. Gordy ó nay; Vander Molen ó aye; Doland ó aye. Motion carried.

**RESOLUTION TO APPROVE MID-IOWA BEHAVIORAL HEALTH
28E AGREEMENT**

BE IT RESOLVED BY THE MAHASKA COUNTY BOARD OF SUPERVISORS to:

Section 1. Adopt and approve the 28E agreement for the Mid-Iowa Behavioral Health Region;

Section 2. Authorize the Chairperson of the Board of Supervisors to execute the Signature Page of the agreement on behalf of the County; and

Section 3. Authorize appending the respective signature page to the Agreement for filing of the 28E Agreement with the Iowa Secretary of State pursuant to Iowa Code §28E.8 (2013).

PASSED, APPROVED AND ADOPTED THIS 16TH DAY OF DECEMBER, 2013.

s/Michael Vander Molen, vice chair, Mahaska County Board of Supervisors

Attest: s/Susan L. Brown, Mahaska County Auditor

It was moved by Vander Molen seconded by Doland to appoint Doland as representative to the Mid-Iowa Behavioral Health Region once it is finalized. All present voted aye. Motion carried.

It was moved by Doland seconded by Vander Molen to approve the following tax credits for FY 14-15 as recommended by the assessor. All present voted aye. Motion carried. Family Farm ó 5,135; Military ó 1,073; Homesteads ó 5,293

A draft of the update to the employee handbook has not been received. Board will follow up after first of the year.

County Engineer hiring procedure was discussed. Engineer Jerry Nusbaum's contract will end on June 30, 2014.

No committee reports given.

It was moved by Vander Molen seconded by Doland to adjourn. All present voted aye. Motion carried.

Attest: _____
Susan L. Brown
Mahaska County Auditor

Greg Gordy
Mahaska County Board of Supervisors