

**State of Nebraska
Public Assistance Program
Sub-Recipient Disaster Grant Agreement**

Sub-Recipient:	Disaster Number:	Assistance Listing (A.L.): 97.036
UEI Number:	Authorized Representative:	Title:

As the authorized representative of the jurisdiction, I certify that the jurisdiction:

- 1. Legal Authority:** The jurisdiction has legal authority to apply for assistance, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project described in this application.
- 2. Records and Documentation:**
 - a. The jurisdiction shall always be responsible for keeping records that fully disclose the amount and disposition of funds and the total costs of each project for which the funds are provided.
 - b. All jurisdictions shall provide written quarterly reports on a form provided by the Nebraska Emergency Management Agency.
 - c. The jurisdiction agrees to retain all grant records for three (3) years after being notified by the Nebraska Emergency Management Agency that the project has been closed.
 - d. The State requires the jurisdiction to submit back-up documentation (timesheets, pay stubs, invoices, etc.) to substantiate all costs.
- 3. Access to Records:** The jurisdiction will give 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.
- 4. Project Standards (If work is not yet completed):**
 - a. The jurisdiction will comply with the requirements of the Nebraska Emergency Management Agency with regard to the drafting, review, and approval of construction plans and specifications (if necessary).
 - b. The jurisdiction 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 State of Nebraska.
 - c. The jurisdiction will initiate and complete the work within the applicable time frame after receipt of approval from Nebraska Emergency Management Agency.
 - d. The jurisdiction will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 - e. The jurisdiction 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 A117.1-1961, as modified (41 CFR §101-17-7031). The jurisdiction will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
- 5. Conflict of Interest:** The jurisdiction 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.
- 6. Wage Rates:** The jurisdiction 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), and the Contract Work Hours and

Safety Standards Act (§40 U.S.C. §§ 327-333) regarding labor standards for federally-assisted construction sub awards.

7. **Lobbying:** The jurisdiction 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.
8. **National Flood Insurance:** The jurisdiction will comply 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.
9. **Historic Preservation:** The jurisdiction 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.).
10. **Environmental Standards:** The jurisdiction 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) 11512;
 - 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. §§ 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. §§ 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);
 - h. Protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205); and
 - i. Protection of components or potential components of the national wild and scenic rivers system under the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.).
11. **Barred/Suspended Vendors and Jurisdictions:** In accordance with EO 12549, entities that are debarred, suspended, or otherwise declared ineligible for federal funding cannot be involved with the Public Assistance process. The jurisdiction agrees to check the listing on www.sam.gov prior to doing business with a vendor or contractor, and to retain a screenshot of the check in their records. The Jurisdiction also agrees to verify their organization is not on the barred/suspended list and will retain a screenshot for their records
12. **Real Property:** The jurisdiction will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property 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 and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
13. **Compliance with Laws:** The jurisdiction will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
14. **Audit Requirements:**

- a. The jurisdiction 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 §200 et seq.).
- b. All non-Federal entities, to include State governments, Native American Tribal Governments, Local Governments, Institutions of High Education, Hospitals or other Non-Profit Organizations, that expend \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR §200 Subpart F).

15. Terms for Reimbursement:

- a. Nebraska Emergency Management Agency shall reimburse the sub-recipient their eligible costs incurred by the Sub-recipient. This reimbursement will be made from funds made available through the Federal Emergency Management Agency (P.L. 93-288 as amended by P.L. 100-707) and the State Legislature. The sub-recipient shall be reimbursed only for those costs specified in the approved Project Worksheet and amendments thereto.
- b. Nebraska Emergency Management Agency shall reimburse the Federal and State shares to the sub-recipient in accordance with the requirements specified in the Federal-State agreement.
- c. All claims for reimbursement shall be supported by written documentation including, but not limited to, receipts, invoices, bidding documents, procurement plans, equipment logs, material logs, and personnel/payroll data.
- d. Reimbursement for costs will not be paid on any encumbrance made by the sub-recipient prior to the dates as specified in an approved grant or for purposes that fall outside of the scope of the approved project without approval by both the Federal awarding agency, Federal Emergency Management Agency, and Recipient, the Nebraska Emergency Management Agency.
- e. For the event declared on _____ for _____, the Governor has agreed to pay ____% of the non-federal share for eligible subrecipients.

16. Failure to Comply: When the Nebraska Emergency Management Agency, finds that there has been a failure to comply with the provisions of this agreement or with the provisions of the approved Project Worksheet, the Nebraska Emergency Management Agency may take such action as it deems necessary and appropriate to protect the interest of the State of Nebraska, including:

- a. Temporarily withhold cash payments pending correction of the deficiency by the jurisdiction or more severe enforcement action by the State of Nebraska.
- b. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- c. Wholly or partly suspend or terminate the award.
- d. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- e. Withhold further awards for the project, program, or jurisdiction in future events.
- f. Take other remedies that may be legally available, such as referring cases of documented fraud, waste, and abuse to the Office of Inspector General for further prosecution.

17. Procurement and Contracts: Contracts must be of a reasonable cost, generally be competitively bid, and must comply with Federal (2 CFR Part 200), State, and local procurement standards. Jurisdiction agrees to review and follow procurement and contract requirements necessary for compliance with the Public Assistance Program. If departure from this was required as part of an emergency, the jurisdiction will provide written documentation notating such events. Tribal Entities are not required to follow State or Local procurement standards, but must comply with Tribal and other applicable procurement standards.

18. Insurance: The sub-recipient accepts responsibility for acquiring any necessary liability insurance. The applicant also agrees to provide workers' compensation insurance as required by The Nebraska Workers Compensation

Act, found at *Section 48-101 to Section 48-1,118 of the Nebraska Revised Statutes*, or applicable Tribal law for all employees engaged in work funded by the grant. The sub-recipient shall require any contractor to provide and maintain workers' compensation insurance for its employees as required by The Nebraska Workers' Compensation Act or applicable Tribal law. It will comply with the insurance requirements of Section 311, P.L. 93-288. The subrecipient shall comply with regulations prescribed by the President to assure that, with respect to any property to be replaced, restored, repaired, or constructed with the disaster assistance, such types and extent of insurance will be obtained and maintained as may be reasonably available, adequate and necessary, to protect against future loss to such property prior to disaster Project Worksheet funds disbursement.

19. Project Management:

- a. **Changes to Approved Scope of Work:** If the jurisdiction wants to make changes to a project that results in a significant change from the pre-disaster configuration (different location, function, or size) a written request must be submitted to Nebraska Emergency Management Agency and approved before the work is performed. Nebraska Emergency Management Agency will notify the jurisdiction if the changes are approved. Any subsequent changes made to the Scope of Work to a written, obligated Project Worksheet also require written approval.
- b. **Cost Overruns:** If the sub-recipient expects to have cost overrun, a written request must be submitted to Nebraska Emergency Management Agency before the expenditures are made. Identify reasons for the cost overrun and include an itemized list of expenses. Nebraska Emergency Management Agency will notify in writing if these expenses are eligible items.
- c. **Time Extension Requests:** Work must be completed by the project completion deadlines. Should additional time be required to complete the approved work, a time extension request must be submitted prior to the existing completion date and must include the Project Worksheet requiring an extension, reason for the time extension, percentage of work that has been completed, and anticipated completion date. The reason for needing an extension must be based on extraordinary circumstances/unusual project requirements that are beyond the control of the jurisdiction/organization.

20. Amendments: Amendments to the provisions of this agreement are required to be in writing and shall be executed by the authorized representatives of the parties.

21. Hold Harmless: The jurisdiction agrees to indemnify and save and hold the Nebraska Emergency Management Agency, its agents, and employees harmless from all claims or causes of action arising from the performance of this grant by the jurisdiction or jurisdiction's agent or employees.

By Signing below, I hereby agree that my jurisdiction/agency will abide by all terms and conditions of the preceding document:

Name of Authorized Certifying Official and Title (Print)

Signature of Authorized Certifying Official

Date