

- Administration
- Bureau of Motor Vehicles
- **Emergency Management Agency**
- Emergency Medical Services Division
- Office of Criminal Justice Services
- Ohio Homeland Security
- Ohio Investigative Unit
- Ohio State Highway Patrol



**STATE-LOCAL GRANT AGREEMENT
FLOOD MITIGATION ASSISTANCE PROGRAM (CFDA 97.029)
Performance Period: September 24, 2008 to August 31, 2011**

This Grant Agreement (the "Agreement") is made and entered into by, and between, the State of Ohio, Department of Public Safety, Ohio Emergency Management Agency, located at 2855 W. Dublin Granville Road, Columbus, Ohio 43235-2206 (herein referred to as the "Grantee"); and **the City of Findlay**, located at **318 Dorney Plaza, Room 304, Findlay, Ohio 45840-3346** (herein referred to as the "Sub-grantee").

This agreement will be in effect for the period beginning September 24, 2008 and ending August 31, 2011.

1. The Flood Mitigation Assistance Program was created as part of the National Flood Insurance Reform Act (NFIRA) of 1994 (42 USC 4101) with the goal of reducing or eliminating claims under the National Flood Insurance Program (NFIP). The Ohio Emergency Management Agency ("Ohio EMA"), has received grant funds for that purpose.
2. The Ohio EMA has been designated as the Grantee to receive, administer and disburse FMA funds for local government mitigation projects in areas of Ohio and to provide technical assistance with the FMA program. Grantee shall monitor and evaluate the implementation of mitigation projects and control the disbursement of FMA funds from the Federal Emergency Management Agency (FEMA).
3. The **City of Findlay** is the Sub-grantee and has submitted an application, which is incorporated herein by reference, to the Grantee for setting forth a list of activities (herein referred to individually as the "Project"). The Grantee and FEMA have approved the Project along with any exceptions that have been made prior to signing of this agreement. The Sub-grantee agrees to complete the Project prior to the end of the performance period, unless a time extension is granted by the Grantee.
4. Sub-grantee shall participate in the development of, and shall coordinate and monitor the implementation of the local hazard mitigation measures; and shall regulate and control development within hazardous areas.
5. Sub-grantee has the legal authority to accept mitigation funds and shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state mitigation funds. The financial management system must comply with 44 Code of Federal Regulations (CFR) Part 13, OMB Circular A-87, and Auditor of State Bulletin 99-05.
6. Sub-grantee shall use the mitigation funds solely for the approved scope of work in the Project. Only those costs, which are allowable as defined in 44 CFR Part 13, Part 206 and OMB Circular A-87, will be paid:
 - a. This Grant Agreement, in the amount of **\$ 170,571.00** ("Funds") will serve as the contract between the Grantee (Ohio EMA) and the Sub-grantee for the purpose of the approved project. This grant amount represents the total Federal and State share of the cost of the Project.
 - b. Total estimated cost of the mitigation project is: **\$ 170,571.00**
Total Federal (FMA) contribution is: **\$ 127,928.25**
Total State of Ohio contribution is: **\$ 0.00**
Total Local contribution is: **\$ 42,642.75**

There are no administrative funds allocated with this grant.

- c. Sub-grantee agrees to provide the necessary local cost share as required by 44 CFR Part 13.24 and

Mission Statement

"to save lives, reduce injuries and economic loss, to administer Ohio's motor vehicle laws and to preserve the safety and well being of all citizens with the most cost-effective and service-oriented methods available."

the funding will be available within the specified period of time for completion of the Project. Documentation of the use of the local cost share is required.

- d. Obligations of Grantee are subject to provisions of Section 126.07 of the Ohio Revised Code.
7. Sub-grantee shall return to Grantee any Federal and State funds, which are not supported by audit or other federal or state review of documentation maintained by the Sub-grantee. (44 CFR Part 13.26)
8. Sub-grantee shall maintain records for the period set forth in 44 CFR Part 13.42 and shall give state and federal agencies access to, and the right to examine all records and documents related to the use of mitigation funds.
9. Sub-grantee shall comply with all applicable state and local ordinances, laws, regulations, building codes and standards applicable to this Project.
10. Sub-grantee agrees to maintain good standing with the National Flood Insurance Program (NFIP) and comply with local regulations pertaining to the NFIP; and agrees to bring into NFIP compliance all structures identified through the Community Assistance Visits (CAV's) to the maximum extent possible. Failure to enforce NFIP requirements for all development in identified flood hazard areas will result in the Sub-grantee repaying FMA and State funds related to the Project.
11. Sub-grantee shall comply with 44 CFR Part 13.36 in all procurements, including the contract provisions found in subsection 13.36 (i)(l)-(13). In particular,
 - a. Sub-grantee shall comply, as applicable with provisions of federal laws and regulations pertaining to labor standards, and State of Ohio Prevailing Wages laws and regulations.
 - b. Sub-grantee shall not enter into any contract with any party which is debarred or suspended from participating in federal assistance programs, or is otherwise ineligible pursuant to E.O. 12549, Debarment and Suspension, as implemented at 44 CFR Part 67.
12. Sub-grantee has read, understands and shall comply with the State of Ohio Audit Requirements/Compliance Standards (attached), and OMB Circular A-133.
13. Sub-grantee shall submit to the Grantee quarterly progress reports (QPR), due the 15th day of the month following the end of the quarter on the following schedule:
 - a.

January – March	Due April 15
April – June	Due July 15
July – September	Due October 15
October – December	Due January 15
 - b. Failure to provide the required reports will result in the suspension of grant funds until the reports are provided and approved by the Grantee.

14. DEED RESTRICTIONS

Sub-grantee agrees to the following assurance for Projects which involve acquisition and relocation:

- a. The following restrictive covenants shall be conveyed in the deed to any property acquired, accepted or from which structures are removed:
 - 1) The property shall be dedicated and maintained in perpetuity for uses compatible with open space, recreational or wetlands management practices; and
 - 2) No new structure (s) will be built on the property except as indicated below:
 - a. A public facility that is open on all sides and functionally related to a designated open space or recreational use:
 - b. A rest room; or
 - c. A structure that is compatible with open space, recreational, or wetland management usage and proper floodplain management policies and practices, which the Director approves in writing

before the construction of the structure begins.

- 3) After completion of the Project, no application for additional disaster assistance will be made for any purpose with respect to the property to any Federal or State entity or source, and no Federal or State entity or source will provide such assistance.

- a. In general, allowable open space, recreational and wetland management uses include: parks or outdoor recreational activities; nature reserves; cultivation; grazing; camping except where adequate warning time is not available to allow evacuation; temporary storage in the open of wheeled vehicles which are easily movable (except mobile homes and recreational vehicles); unimproved pervious parking lots and buffer zones.
- b. Any structures built on the property according to the above description, shall be floodproofed or elevated to the 100 year Base Flood Elevation plus one foot of freeboard.
- c. Title to the property may be transferred only to another governmental entity, with the approval of the Grantee and the FEMA Region V Director. The Sub-grantee will retain all development rights to the land.

15. Sub-grantee shall comply with all applicable federal, state and local ordinance, laws, regulations, requirements, labor standards, building codes and standards as pertains to this Project and identified in 44 CFR Part 13, and agrees to provide maintenance as appropriate.

16. ENFORCEMENT (44 CFR PART 13.43)

- a. If the sub-grantee fails to comply with the terms of the award, whether stated in a federal statute or regulation, an assurance, in a State plan or application, a notice of award or elsewhere, the awarding agency make take one or more of the following actions, as appropriate in the circumstances:
 - 1) Temporarily withhold cash payments pending correction of the deficiency;
 - 2) Disallow all or part of the cost of the activity or action not in compliance;
 - 3) Wholly or partly suspend or terminate the current award for the program;
 - 4) Withhold further awards for the program;
 - 5) Take other remedies that may be legally available
- b. In taking an enforcement action, the awarding agency and/or the Grantee will provide an opportunity for such hearing, appeal or other administrative proceeding to which the Grantee or Sub-grantee is entitled under any statute or regulation applicable to the action involved.
- c. Costs resulting from obligations incurred by the Sub-grantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination. Other costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
 - 1) The costs result from obligations which were properly incurred before the effective date of the suspension or termination, are not in anticipation of it, and, in the case of a termination, are not cancelable, and,
 - 2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes place.

17. ENVIRONMENTAL COMPLIANCE

- a. Sub-grantee will comply with 44 CFR Part 10 Environmental Considerations, National Environmental Policy Act (NEPA), and other federal and state environmental laws and regulations in the implementation of the Project. The Grantee will provide the Sub-grantee with a signed copy of the Record of Environmental Consideration (REC) and supporting letters and documentation upon FEMA approval of the Project. The REC will identify any special conditions placed on the Project that may impact demolition activities, the elevation of structures, underground storage tanks, cutting of trees or removal of fences or vegetation and disposal of any materials in approved dump sites and

so on.

- b. Failure to comply with any environmental condition or requirement will result in the Sub-grantee reimbursing the Grantee any federal or state funds expended on a property where environmental non-compliance has occurred.

18. CLOSE-OUT (44 CFR PART 13.50)

- a. Sub-grantee will notify the Grantee as soon as the Project has been completed, and will provide a Final Progress Report and financial report within 30 days. Grantee will conduct a final site visit within 30 days of receiving the final progress report and financial report, and provide the Sub-grantee with their findings within 30 days of the visit. The findings will outline the results of the site visit and in particular any upward or downward adjustment to allowable costs.
- b. Sub-grantee will immediately refund any balance of unobligated cash advanced that is not authorized to be retained for use on other grants.
- c. The closeout of the grant does not affect the right of the awarding agency to disallow costs and recover funds on the basis of a later audit or other review, the obligation to return any funds due as a result of later refunds, corrections, or other transactions, records retention as required in Part 13.42, Property management requirements in Parts 13.31 and 13.32, and audit requirements in Part 13.26.
- d. Any funds not returned within a reasonable period of time after request, may result in an administrative offset against other requests for assistance, withholding advance payments otherwise due, and other action permitted by law.

19. AUDIT REQUIREMENTS (OMB Circular A-133)

In accordance with the Single Audit Act Amendments of 2003 and guidance described in OMB Circulars A-102, A-110 (if applicable), and A-133, the following procedures will assure compliance with those standards in the administration of the Flood Mitigation Assistance (FMA) Program to eligible Sub-grantees.

- a. The Governor's Authorized Representative (GAR) will provide the Auditor of State with a listing of all State agencies and local governments which have been approved to receive Federal funds under the FMA. This will serve as notice to State field examiners to inquire about funds at the time of a respective Sub-grantee single audit, ensuring at a minimum, the inclusion of those funds in the Audit Report's "Schedule of Federal Financial Assistance".
- b. The Sub-grantee has the obligation to comply with all applicable rules and regulations of the FMA, to include OMB Circulars A-87, A-102, A-110, A-128 and A-133, if appropriate. If the applicant desires copies of the OMB Circulars, they are available from the County and/or State Auditor's Office.
- c. The Single Audit Act of 1996 requires local governments, state agencies/departments, and private non-profit organizations expending a total of \$500,000 or more in federal financial assistance in any fiscal year to have a single audit performed. Those local governments, state agencies/departments, or private non-profit organizations expending less than \$500,000 in federal financial assistance must supply the GAR with a letter from a clerk/treasurer, for each fiscal year FMA funds are received, certifying that status.
- d. Audit reports must be sent to the GAR by the Sub-grantee within one (1) month of the Audit Report publication. Failure to do so, without reasonable justification, could result in suspension of any further advances of funds or final reimbursement by the GAR under the FMA.
- e. If during any single audit, the Sub-grantee has been informed of non-compliance finding regarding this program, the Sub-grantee shall verbally notify the GAR immediately and prior to publication of the Audit Report.
- f. The Sub-grantee will correct the finding (s) within thirty (30) days of written notification of non-compliance, if not sooner, and notify the GAR in writing of the actions taken.

- g. Findings against the Sub-grantee remaining uncorrected by the Sub-grantee will be deducted from the applicant's final reimbursement by the GAR in the amount of funds questioned in the Audit Report. If the GAR has already dispersed final settlement, and a subsequent audit report identifies non-compliance by the Sub-grantee, collection proceedings will be initiated by the GAR against the Sub-grantee in the amount of the questioned costs.
- h. Throughout the lifetime of the FMA Project, it is the responsibility of the Sub-grantee to inform the State (or private) examiner of their participation in this program at the time of their respective single audits.
- i. The GAR will receive a listing from the State Auditor's Office of any regular or single audits completed for each Sub-grantee jurisdiction/organization. The audits will not be forwarded to the GAR; this is an administrative requirement for each Sub-grantee to complete.
- j. The GAR will review each audit report received to assure that:
 - 1) If applicable, the grant(s) received that fiscal year are included in the "Schedule of Federal Financial Assistance" portion of the Audit Report, and that the report properly addresses the FMA, as required under the Single Audit Act and appropriate OMB guidance;
 - 2) Any of the program activities, which may have been tested by the State Examiners are in compliance with all regulations pertaining to the FMA and single audit requirements;
 - 3) Audit findings against the Sub-grantee pertaining to this grant will be rectified within thirty (30) days of receipt of the Audit Report by the Sub-grantee, either with guidance from, or, established by the State.
- k. From the onset of application approval, the GAR will work closely with the Sub-grantee to include site mid-program reviews and inspections of completed, approved Projects.

20. In accordance with Executive Order 2007-01S, (Grantee, Subgrantee, Recipient) by signature on the document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) it has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) it will take no action inconsistent with those laws and this order. (Grantee, Subgrantee, Recipient) understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this grant and may result in the loss of other contracts or grants with the State of Ohio.

STATE OF OHIO
FLOOD MITIGATION ASSISTANCE (FMA) PROGRAM
GRANT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the day and year set forth below:

SUB-GRANTEE: **CITY OF FINDLAY, HANCOCK COUNTY**

Date

Date

Date

GRANTEE:

NANCY J. DRAGANI, Executive Director
Ohio Emergency Management Agency

Date