

Aitkin County Board of Commissioners
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners Date: 03/06/13

Via:

From: Sheriff Scott Turner

Title of Item: Hazard Mitigation Grant Agreement

Requested Meeting Date: 03/12/13 - Est. Presentation Time: 10 min.

Presenter: Sheriff Scott Turner

Type of Action Requested (check all that apply)

- For info only, no action requested Approve under Routine Business
- For discussion only with possible future action Adopt Ordinance Revision
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by motion Approve/adopt proposal by resolution (attach draft resolution)
- Authorize filling vacant staff position
- Request to schedule public hearing or sale Other (please list)
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute _____

Fiscal Impact (check all that apply)

- Is this item in the current approved budget? Yes No (attach explanation) n/a
- What type of expenditure is this? _____ Other (attach explanation)
- Revenue line account # that funds this item is: _____
- Expenditure line account # for this item is: _____

Staffing Impact (Any yes answer requires a review by Human Resources Manager before going to the board)

- Duties of a department employee(s) may be materially affected. Yes No
- Applicable job description(s) may require revision. Yes No
- Item may impact a bargaining unit agreement or county work policy. Yes No
- Item may change the department's authorized staffing level. Yes No



Supporting Attachment(s)

- Memorandum Summary of Item
- Copy of applicable county policy and/or ordinance (excerpts acceptable)
- Copy of applicable state/federal statute/regulation (excerpts acceptable)
- Copy of applicable contract and/or agreement
- Original bid spec or quote request (excluding complex construction projects)
- Bids/quotes received (excluding complex construction projects, provide comparison worksheet)
- Bid/quote comparison worksheet
- Draft County Board resolution
- Plat approval check-list and supporting documents
- Copy of previous minutes related to this issue
- Other supporting document(s) (please list) Grant Agreement

Provide eleven (11) copies of supporting documentation NO LATER THAN Wednesday at 8:00am to make the Board's agenda for the following Tuesday. Items WILL NOT be placed on the Board agenda unless complete documentation is provided for mailing in the Board packets. (see reverse side for details)

SCOTT A. TURNER
SHERIFF OF AITKIN COUNTY

217 Second Street NW
Aitkin, MN 56431

218-927-2138 Emergency 911
Sheriff Fax 218-927-7359 / Dispatch Fax 218-927-6887

MEMO

To: Aitkin County Board of Commissioners

Date: March 4, 2013

From: Sheriff Scott Turner

Re: Hazard Mitigation Planning Grant

Attached is a copy of a Hazard Mitigation Planning Grant from the State of Minnesota. If you recall, on October 12, 2012 the Aitkin County Board of Commissioners passed a resolution to enter into this sub-grant agreement with the Division of Homeland Security and Emergency Management in the Minnesota Department of Public Safety. The application has now been approved by the Federal Emergency Management Agency. Prior to resolution being approved by Aitkin County, all incorporated municipalities within Aitkin County (i.e. the cities of Aitkin, Hill City, McGrath, McGregor, Palisade and Tamarack) passed resolutions to participate in this process.

By doing so, all of the municipalities, townships and the County of Aitkin will be eligible for hazard mitigation funding opportunities as they become available. Through this planning process we will work to identify potential hazards that exist (both natural and man-caused) for all of Aitkin County and identify mitigation strategies for those hazards.

The grant amount is for \$25, 500. There is a local match of \$8,500. The local match will be met by an "in-kind" contribution of time.

I am requesting authorization for the Aitkin County Board Chair and I to enter into this agreement with the State of Minnesota for this grant.

The last time that we undertook this task we contracted with ARDC back in 2005. We would once again look for a contractor to provide this service under the grant.

If you have any questions, please do not hesitate to call.

AN EQUAL OPPORTUNITY EMPLOYER

**STATE OF MINNESOTA
GRANT CONTRACT**

This grant contract is between the State of Minnesota, acting through its Commissioner of Public Safety, Division of Homeland Security and Emergency Management, 445 Minnesota Street, Suite 223, St. Paul, MN 55101 ("State") and the County of Aitkin, 217 2nd Street Northwest, Room 185, Aitkin, MN 56431 ("Grantee").

Recitals

- 1 Under Minn. Stat. § 299A.01, Subd 2 (4) and Minn. Stat. Chapter 12, Executive Order 10-06 the State is empowered to enter into this grant contract.
- 2 Federal funds for this grant contract are provided from the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) through the FEMA-State Agreement designated Grant Award Number FEMA-1941-DR-MN and amendments thereto.
- 3 The State is in need to allocate and disburse federal and state aid funds for approved Hazard Mitigation Grant Program (HMGP) planning grants and projects.
- 4 The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State.

Grant Contract

1 Term of Grant Contract

- 1.1 **Effective date:** February 15, 2013, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later. Once this grant contract is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to Clause 4.2 of this grant contract. Reimbursements will only be made for those expenditures made according to the terms of this grant contract.
- 1.2 **Expiration date:** February 15, 2016, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract:
8. Liability; 9. State Audits; 10. Government Data Practices; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

- 2.1 The Grantee agrees to carry out the hazard mitigation measure(s) described in this grant contract, Attachment A, which is attached and incorporated in this grant contract. The Grantee shall perform their duties in accordance with the State of Minnesota Administrative Plan and Procedures for Section 404 Hazard Mitigation Grant Program, Revised June, 2011, and Sub-Grantee Handbook for Hazard Mitigation Assistance Program, Revised June, 2011, both of which are incorporated by reference into

[REDACTED]

- (3) **Mitigation Strategy:** This section provides the community's blueprint for reducing the potential losses identified in the risk assessment. This section of the plan will include a description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.
- (4) **Plan Maintenance Procedure:** This section of the plan will describe the plan maintenance process including the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle.
- (5) **Plan Adoption:** This section of the plan will include documentation that the governing body of the community requesting approval of the plan has formally adopted the plan.
- 2.3 Projects that alter, acquire, demolish or relocate structures or property: The Grantee shall ensure restrictive covenants, easements or maintenance agreements be conveyed on the deed to any affected property in accordance with the Sub-Grantee Handbook for Hazard Mitigation Assistance Program, Revised June, 2011 which is incorporated by reference into this grant contract.
- 2.4 The Grantee shall ensure that all applicable federal, state, and local permits and clearances are obtained prior to the start of any construction activity, including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.
- 2.5 The Grantee shall ensure that if the property is located in a Special Flood Hazard Area, that any person who receives federal assistance for repair, replacement, or restoration for damage to any personal, residential, or commercial property, at any time, must maintain flood insurance in accordance with P.L. 103-325, Title V National Flood Insurance Reform Act of 1973, § 582.
- 2.6 This grant contract is subject to all applicable federal and state statutes and regulations, policies, and executive orders, including, but not limited to the following:
- (1) Federal Audit Requirements, labeled Attachment B, which is attached and incorporated into this grant contract.
 - (2) Federal Assurances for Non-Construction and Construction Programs, labeled Attachment C, which is attached and incorporated into this grant contract.
 - (3) Grantees receiving \$100,000.00 or more must complete and return the Certification Regarding Lobbying form, labeled Attachment D, which is attached and incorporated into this grant contract.
 - (4) Single Audit Act Amendments of 1996 and Office of Management and Budget Circulars govern standard grant management practices: OMB Circulars A-87, A-102, and A-133 which are incorporated into this grant contract by reference.
- 2.7 Any written, visual, or audio publications, with the exception of press releases, whether published at the Grantee's or the State's expense shall contain the following statements: "This project was supported by Grant Award Number FEMA-DR-1941-Minnesota awarded by the Federal Emergency Management Agency (FEMA). Points of view or opinions in this document are those of the author and do not represent endorsement by FEMA or reflects FEMA views."

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract as follows:

(1) **Compensation.**

- a. The Grantee will be reimbursed an amount not to exceed \$25,500.00 according to the breakdown of costs contained in Attachment A, which is attached and incorporated into this grant contract.

- b. The Grantee will submit a written change request for any substitution of budget items in Attachment A, or any deviation of more than 15% from the approved budget category amounts in Attachment A. Change requests for substitutions of budget items, or a deviation of more than 15% from the approved budget category amount must be given in writing to the State's Authorized Representative and at least 60 days prior to the Expiration date of this grant contract. Grantees whose requests have been approved will be notified in writing by the State's Authorized Representative to the Grantee's Authorized Representative. Requests must be approved prior to any expenditure by the Grantee.
- (2) **Matching Requirements.** (If Applicable.) Grantee certifies that the following matching requirement, for the grant contract, will be met by the Grantee: \$8,500.00.
- (3) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$25,500.00.

4.2 Payment

- (1) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:
- Itemized invoices will be filed in arrears at least quarterly, but not more often than monthly, and within 30 days of the period covered by the invoice for services satisfactorily performed.
 - No more than 90% of the amount due under this grant contract may be paid until the project is complete and the work has been verified by the State's Authorized Representative. The balance due will be paid when the State determines that the project has been satisfactorily completed and all the terms of this grant contract have been met.
 - Final invoice pertaining to each state fiscal year of this grant contract must be received by July 31 of that calendar year. Reimbursements from the next state fiscal year(s) may commence on or after July 1 of that calendar year. The final invoice of this grant contract must be received no later than 30 days after the Expiration date of this grant contract.
 - Expenditures for each state fiscal year of this grant contract must be for services performed within applicable state fiscal years. Every state fiscal year begins on July 1 and ends on June 30.
- (2) **Federal funds.** (Where applicable, if blank this section does not apply) Payments under this grant contract will be made from federal funds obtained by the State through the U.S. Department of Homeland Security, Federal Emergency Management Agency through the FEMA-State Agreement designated Grant Award Number FEMA 1941-DR-MN and amendments thereto, under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. § 5121 et seq., and amended thereto ("the Stafford Act"), in accordance with 44 CFR 206.43, CFDA number 97.039. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is John Moore, Mitigation Branch Director, Division of Homeland Security and Emergency Management, 445 Minnesota Street, Suite 223, St. Paul, MN 55101, Phone: 651-201-7453, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Scott Turner, Emergency Manager, 217 2nd Street Northwest, Room 185, Aitkin, MN 56431, (218) 927-7420. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Complete

- 7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant contract without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant contract, or their successors in office.
- 7.2 **Amendments.** Any amendment to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or its right to enforce it.
- 7.4 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under Minn. Stat. § 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

10 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released.

11 Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity. Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

12.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 Termination by the State. The State may cancel this grant contract at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Insufficient Funding. The State may immediately terminate this grant contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State receiving that notice.

14.3 **Termination for Failure to Comply.** The State may cancel this grant contract immediately if the State finds that there has been a failure to comply with the provisions of this grant, that reasonable progress has not been made or that the purpose for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15 Data Disclosure

Under Minn. Stat. § 270C.65, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

Purchase order No. 3-17712

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:
DPS/FAS
Grantee
State's Authorized Representative

APPROVED Project Funding Breakdown

a) HSEM (HMGP) Share (FEMA):	<u>\$25,500.00</u> (maximum)
b) HSEM STATE Share:	\$ 0.00(maximum)
c) FEMA Individual Assistance Program and Public Assistance Program Share:	\$ 0.00(maximum)
d) Other State Agency Share:	<u>\$ 0.00</u>
e) Sub-Grantee Share (Local Match):	<u>\$ 8,500.00</u>
f) Approved Project Amount by FEMA:	<u>\$ 34,000.00</u>
	+
g) Sub-Grantee HMGP Administrative Cost Allowance	<u>\$ 0.00</u> (maximum)

TOTAL Project: \$ 34,000.00

Federal Funding Breakdown
HSEM (HMGP) Share (FEMA) \$ 25,500.00
+
Sub-Grantee HMGP Admin \$ 0.00
Total HMGP Funding: \$ 25,500.00

HMA Quarterly Expenditure Report						Grantee:	Aitkin County	Quarter Start Date:		Grant No. 3-17712
						Grant #	DR 1941.10	Quarter End Date:		Attachment A
		75%	25%							
Budget Item From Application	Federal Share	Local Match	In-Kind	State Share (if applicable)	State Share (if applicable)	Total				
Total Grant Allocation	25,500.00	8,500.00				34,000.00				
Payroll/Staff			0.00			0.00				
Consulting fees	0.00	0.00				0.00				
Engineering/Design						0.00				
Equipment						0.00				
Demolition						0.00				
Materials						0.00				
Labor						0.00				
Travel						0.00				
Mileage						0.00				
Office Supplies						0.00				
Printing cost						0.00				
Public Meetings						0.00				
Other						0.00				
						0.00				
						0.00				
Total Expended	0.00	0.00	0.00	0.00	0.00	0.00				
Grant Remaining Balances	25,500.00	8,500.00		0.00	0.00	34,000.00				
Current % Of Budget Spent	0%	0%				0%				
Current Reimbursement Request	0.00	Project to Date Requested amount	0.00	In-Kind	0.00	Grantee Remaining Match + In-Kind Balance	8,500.00			
Match to Date	0.00	Project to Date Match + In-Kind	0.00	10% Held Federal Amount	2,550.00	Federal Remaining Balance -10%	22,950.00			
I certify the above data is correct based on the grantees official accounting system and records, consistently applied and maintained, expenditures shown have been made for the purpose of and in accordance with, applicable grant terms and conditions. I also certify that appropriate documentation to support these authorized costs and expenditures is available.										
Date:										
Authorized Signature										Page A 2
FEMA (Federal Emergency Management Agency, HMA (Hazard Mitigation Assistance), HSEM (Minnesota Homeland Security and Management)										



STATE OF MINNESOTA
 Department of Public Safety
 Division of Homeland Security and Emergency Management
 444 Cedar Street, Suite 223
 St. Paul, MN 55101-6223
 (651) 201-7400

ATTACHMENT A

**HAZARD MITIGATION ASSISTANCE
 PLANNING GRANT APPLICATION**

Directions:

1. Complete all sections. Boxes expand as you type.
2. Return completed application to the above address, attention State Hazard Mitigation Officer.

A. PLAN INFORMATION

Name of Organization/Agency: Aitkin County

Type of Plan (check one):

- Multi-Jurisdiction Plan Single Jurisdiction Plan Tribal Community Plan

If the jurisdiction already has an approved mitigation plan: Plan approval date: 4/6/2005

Note: Attach a copy of the Plan Requirements Crosswalk supplied by FEMA when the current plan was approved.

List the communities participating in the plan (county, cities, and/or tribal communities): Aitkin County,
 Please add participating cities. Aitkin, Hill City, McGregor, McGrath, Palisade, Tamarack

Note for Multi-Jurisdictional Plans: A Statement of Interest in All-Hazard Mitigation Planning for cities listed above are required to be submitted with this application. Townships are optional.

Eligible Planning Activity (check one):

- New Plan Development Five Year Plan Review

Note: Jurisdictions with no plans should check New Plan Development. Jurisdictions with plans already approved by FEMA should check Five Year Plan Review and also determine:

Resolution: applicant has passed or is in the process of passing a resolution authorizing participation in program and designating a signatory.

This document is attached pending other (explain)

Federal Tax ID #/FEIN 41-6005749	DUNS Number http://fedgov.dnb.com/webform 04-746-4805	FIPS Code 27-001 Search by State & county: http://www.census.gov/geo/www/fips/fips65/ Search by State: http://mcdc.missouri.edu/webrepts/commoncodes				
US Congressional Districts http://www.nationalatlas.gov/printable/congress.html#mn MN 8		State Legislative Districts <table border="1"> <tr> <td>Senate</td> <td>House</td> </tr> <tr> <td>10</td> <td>10B</td> </tr> </table>	Senate	House	10	10B
Senate	House					
10	10B					

Planning Approach

1. **Provide a detailed explanation of expected deliverables:** A FEMA approved multi-jurisdictional hazard mitigation plan is the expected deliverable. Details of the planning process are listed in Section C. Scope of Work.
2. **State how the community or the communities have benefited from the current approved plan, specifically from the reduction of the impacts from natural hazards.** There have been a number of entities that have started using the NOAA weather radio for advanced warning of severe weather and other natural and manmade disasters. Outdoor sirens have also been implemented in various areas of the county to aid in advanced warning.
3. **Review FEMA's crosswalk for current plan. List items that were recommended for improvement and how they will be addressed.** The approval crosswalk for the current plan was reviewed along with the FEMA's mitigation plan guidance. The *Recommended Revision* items from the crosswalk will be met by following the requirements of the planning guidance. In addition, HAZUS-MH and geospatial mapping will be used to define vulnerability.
4. **List the hazards that will be addressed in the plan update.**
 Winter Storms, Ice Storms, Thunderstorms, Hailstorms, Lightning, Tornadoes, Windstorms, Extreme Temperatures, Flooding, Drought, Wildfire, Infectious Diseases, Earthquake, Solar Storm, Structural Fires, Hazardous Materials, Water Supply Contamination, Wastewater System Failure, Dam Failure, Radiological, Terrorism

B. CONTACT INFORMATION

PRIMARY POINT OF CONTACT	ALTERNATE POINT OF CONTACT
Name: Scott Turner	Name: Karla White
Title: Emergency Manager	Title: Deputy Emergency Manager
Agency: Aitkin County Sheriff's Office	Agency: Aitkin County Sheriff's Office
Address/P.O. Box Number: 217 2 nd St NW, RM 185	Address/P.O. Box Number: 217 2 nd St NW, RM 185
City: Aitkin, MN Zip Code: 56431	City: Aitkin MN Zip Code: 56431
Telephone Number: 218 927-7420 ext.	Telephone Number: 218 927-7436 ext.
Fax Number: 218 927-7359	Fax Number: 218 927-6887
Email Address: turners@co.aitkin.mn.us	Email Address: kwhite@co.aitkin.mn.us

Explain *how* the community intends to develop or update the mitigation plan. Quarterly reports should reflect work complete in each of the following sections.

Task 1: Organize Resources

The Emergency Manager for Aitkin County will lead the mitigation plan update process. A Mitigation Plan Update Committee will be convened that represents county departments and participating cities. The Emergency Manager and the Committee will be involved in all phases of updating the plan and coordinating the review with HSEM and FEMA. Aitkin County will procure the services of a consultant to assist in facilitating meetings, updating the risk assessment using HAZUS-MH and overall revision of the plan. The county will use its procedures to follow 44 CFR §13.36 when procuring the services of the consultant.

Subtask 1.1: Coordinate with Mitigation Plan Update Committee: The consultant will work with the Mitigation Plan Update Committee. Coordinating with this core group is important to ensure support of the planning process and implementation once the plan is completed. The planning committee will further coordinate with non-profit organizations, state, regional, and local government representatives, businesses and development organizations, federal representatives, elected officials, academic officials, and individuals from neighboring jurisdictions.

Subtask 1.2: Update Process and Identify Hazards

The consultant will start to collect data such as the current mitigation plan, updated disaster history, and relevant plans and ordinances before the first formal meeting convenes. The consultant will develop issues and points of discussion from the information it has collected. After reviewing the information, The consultant will prepare an agenda to be sent to the members before the first meeting. The meetings will address the following key points:

- Address FEMA's requirements for updating mitigation plans; as identified in 44 CFR 201.6(d)(3)
- Identify members' contribution to the planning process;
- Address preliminary goals and objectives;
- Identify (and debrief) meetings with key community stakeholders and any other bodies that may seem appropriate;
- Distribute questionnaires that will assist in identifying resources that will be needed for successful completion of the project;
- Highlight the progress-to-date and the schedule for the remainder of the planning process, and;
- Solicit input from members.

The consultant will conduct five (5) meetings on the hazard mitigation planning update process. These briefings will occur throughout the duration of the project.

Meeting 1: In the kickoff meeting, the consultant will describe the rationale behind the mitigation program and answer questions from participants. This meeting will also include a discussion of roles, responsibilities, decision-making processes, administrative procedures, and communication strategies..

Meeting 2: At this meeting, the consultant will present a local map with the HAZUS-MH critical facilities plotted. This map will be used to elicit better local information from the planning committee. The committee will also reprioritize the hazards it feels most affects the community and profile the hazards to model with HAZUS-MH including floods and hazardous materials spills.

Meeting 3: Meeting 3 is typically set as the public meeting and often held in conjunction with Meeting 2 or 4. The consultant will present the results of the modeling and risk assessment analyses and will answer questions from the planning committee and the public.

Meeting 4: In this meeting, the consultant will lead the committee in a brainstorming session to list and prioritize mitigation strategies that need to be updated or added.

Meeting 5: In meeting 5, the planning committee will meet to review and revise the draft plan before adopting it. To facilitate continual participation of the Aitkin County Hazard Mitigation Planning Committee, the consultant will provide regular correspondence to keep the committee abreast of the status of the Aitkin County hazard mitigation planning process. This will be accomplished by initiating telephone conference calls, e-mails, interviews, and a limited number of additional meetings, as necessary.

Subtask 1.3: Public Involvement

During the planning/update process, the county will conduct two public forums and several public outreach activities

to solicit public involvement. Public meetings will be announced using a variety of methods. The consultant will conduct two presentations in a public meeting and will assist in answering questions. The first will provide a briefing of the County's updated risk assessment findings and present the first draft of the updated plan (i.e. Meeting 3). The second meeting will present the proposed mitigation goals, objectives and strategies (i.e. Meeting 5). These public meetings will be held immediately following or in conjunction with the County Hazard Mitigation Planning Committee briefings/meetings. Public and key agency involvement at this meeting will provide the consultant and the County Hazard Mitigation Planning Committee with different points of view about the needs of the community and help build consensus for the plan, especially among the approving agencies.

Additionally, the consultant will provide support and advice to Aitkin County's efforts to inform the public about the opportunity to participate in the update process. These efforts may include:

- Advertisements in local newspapers;
- Preparation of public service announcements;
- Distribution of brochures, newsletters and fliers, and;
- Posting information and announcements on the county web site.

Methods of capturing the public's comments and concerns may include recording or documenting the meetings, providing comment cards, use of easel charts to record comments during question and answer sessions, and minutes summarizing the proceedings.

Projected Completion: 9 Months

Task 2: Assess Risks/GIS Analysis

A community's hazard risk assessment is a critical document that defines a community's strategic common operational picture to mitigate, as well as prepare, protect, respond, and recover to emergencies and disasters. The consultant also recognizes that a community's vulnerability assessment and analysis is a definitive measure of the risk associated with each individual hazard. Therefore, in addition to updating the Aitkin County's multi-hazard risk assessment for the mitigation plan, the consultant will develop planning considerations that Aitkin County can integrate into other planning doctrine. This approach will serve as the foundation for other emergency management initiatives and create increased programmatic efficiencies and a common operational picture. The consultant will also assist the community with updating the risk assessment by using HAZUS-MH as an added risk assessment tool.

The consultant's methodology should ensure:

- Uniformity between hazard categories.
- Utilizes empirical values that can be universally applied to all communities, facilities and systems.
- Employs complex GIS modeling and analysis of probable scenarios to provide planning considerations of social, political and physical impacts.
- Grants the flexibility needed to accurately and systematically integrate the vulnerability assessments of critical assets.
- Provides consistency between the State's approach while addressing the unique characteristics and attributes of the Aitkin County and its cities.

As part of the community's overall risk assessment, the consultant will provide an updated analysis of the natural, technological, and political hazard categories by elaborating upon and defining the specific types of hazards; identifying recent events that have occurred locally and/or regionally; updating the hazard profiles, parameters, and characteristics; assessing possible vulnerabilities not addressed in the previous version; determining probable scenarios; and modeling select hazards.

Subtask 2.1: Update & Identify Hazards

The consultant will help the county's planning committee identify and review all of the hazards that might affect the community, and will narrow the list to the hazards that most likely will impact the community. There is no one source for identifying which applicable hazards may affect the community. The following methods will be used where applicable:

The consultant will obtain this information through various avenues, including, but not limited to:

- (1) **Research of historical documents and data:** by accessing newspapers, historical societies, database searches, etc, the consultant will gather records that may contain dates, magnitude of the events, damage, and further evidence of the past natural disasters in the community.
- (2) **Review of existing authorities, ordinances, plans and reports:** To ensure Aitkin County is covering all of the

possible hazards, the consultant will collect and review plans and documents that may have information on multi-hazard planning. Transportation, environmental, dam, or public works reports or plans are examples of documents that may contain relevant information. These documents will be reviewed to identify a list of disasters and potential issues that have occurred in the past. In addition, local comprehensive plans, land use plans, capital improvement plans, as well as building codes, land development regulations, and flood ordinances will be reviewed to identify hazard provisions that indicate the presence of local hazards.

(3) Coordination with emergency managers and key stakeholders: In close coordination with the Aitkin County's staff and committee, the consultant will make efforts to coordinate with the local, state, and federal governments to obtain hazard information, development trends, known vulnerabilities, and past experiences mitigating, responding, and recovering from disasters. Coordination efforts will include:

- Interview pre-identified local officials and pre-identified FEMA officials
- Contacting other resources such as Natural Hazards Center, Hazard Disaster Center, National Weather Service, Association of State Floodplain Managers, International Association of Emergency Managers, etc.

Coordination efforts will be accomplished using the following methods:

- Documented telephone calls and interviews
- E-mail correspondence
- Meetings (if necessary) – in conjunction with previously scheduled client meetings – with key stakeholder representatives

Subtask 2.2: Profile Hazard Events

Utilizing the inventory of local hazards provided by Aitkin County and other relevant sources, the consultant will assist in re-identifying and updating procedures and techniques of the county to quantify all-hazard events depending on their location, duration, intensity, and severity. Because each hazard type has unique characteristics that can impact Aitkin County in different ways based on geography, development, population distribution, economic significance, and systematic functions, the information gathered in this step will help determine the assets in the hazard areas that will be inventoried in the next task.

2.2.1 Obtain and create a base map

The consultant will identify and collect the best available base map information to show the areas that are subject to various hazards. The GIS base map data from the county will be used in conjunction with regional and statewide data. The base map will be as complete, accurate, and current as possible and will use infrastructure data such as roads and buildings drawn on photo information in geographic relationship (to scale) with measurable horizontal distances. The county map will provide a common frame of reference to show human and structural assets that should be inventoried.

2.2.2 Obtain hazard event profile information

Using the information obtained in the previous tasks, the consultant will determine the return frequency and natural hazard occurrences for each hazard. The hazard frequency will be based on the most commonly available information for a particular hazard. A more comprehensive hazard profile that considers all possible events, such as floods with different probabilities, may also be included for specific hazards.

2.2.3 Record hazard event profile information

The consultant will record the information for each hazard profile. The task will include documenting the source of the various maps such as the Flood Insurance Rate Maps (FIRMs), revisions to the risk assessment matrix, and recent natural hazard occurrences.

Subtask 2.3: Inventory Assets

Using GIS data management and analysis, an inventory of the Aitkin County's assets will be developed based on the five categories defined in DHS/FEMA protocol. This inventory of assets will assist in identifying areas that are subject to the various natural hazards in the subject area. These five categories consist of:

- Essential Facilities
- Transportation Systems
- Lifeline Utility Systems

High Potential Loss Facilities (financial institutions, government buildings, etc.)

Hazardous Waste/Materials Facilities

ATTACHMENT A

An initial inventory will use the baseline data contained in HAZUS-MH and supplemented by GIS data provided by the Aitkin County. The effort includes developing and mapping a general inventory of assets in the community. Using a base map, the consultant will identify the assets inside areas for each identified hazard that has a defined physical geographic boundary.

The consultant will review the inventory to ensure that all facilities, infrastructures, and sectors critical to the continuity of government, operations, and services provided by Aitkin County are included in the mitigation planning process. If data is insufficient or clarification is needed, a representative of the consultant will contact the client and/or client representative to discuss additional efforts that will be required, as well as possible implications to this project scope and schedule.

Subtask 2.4: Estimate Losses

The consultant will conduct four GIS-HAZUS for river flooding and other hazard scenarios selected by the county. The consultant will deliver draft reports that summarize the natural, technological, and political hazard profiles and the HAZUS-MH modeling (or other modeling program) scenarios to be performed by the consultant. The draft report is to ensure that the consultant and Aitkin County are in agreement on the HAZUS-MH modeling (or other modeling program) and GIS analysis scenarios that will be conducted.

The loss estimation process will utilize HAZUS-MH modeling (or other modeling program), GIS analysis, historical disaster data and information, and quantitative analysis to estimate the losses to natural and human-induced hazard events in a defined area. Where applicable, the consultant will use HAZUS-MH structure loss estimation tables with engineering expertise and previous disaster experience to determine the direct loss and primary indirect loss from those hazard events identified in the draft reports. The analysis reports will include the following:

- Estimation of the losses to structures
- Estimation of the losses to contents
- Estimation of the losses to structure use and function
 - Projection of human losses
- Estimation of the primary direct and indirect loss

The consultant will use HAZUS-MH (or other modeling programs) and GIS analysis to determine which individual assets could sustain the largest potential losses, by adding the structure loss, content loss, and function loss for each asset to determine the total loss. This process will produce the following:

- Calculation of the losses to each asset
- Calculation of the estimated damages for each hazard event
- Creation of a map that shows a composite of the areas of highest loss

The objective of the risk methodology is to devise a method to compare and evaluate which hazards are the greatest threats to Aitkin County. The consultant committee will employ a proven method that has the ability to be uniformly applied to all of the community's hazards. Differences in the hazard's impact area, amount and severity of damage, duration of the event, and direct and indirect economic impacts make it difficult to develop empirical values that can be universally applied to each hazard category. In this subtask, we will leverage our experience to incorporate the numerous other planning considerations that are not captured by GIS hazard loss programs alone. The intent is to provide Aitkin County with a hazard loss assessment that is relevant to the attributes of the county and its cities.

2.4.1 Integrate with Significant Future Development Trends and Considerations

Future development trends and special considerations (i.e. historical property, environmentally sensitive areas, etc.) can have a significant impact on a community's risk to hazards. The impact of these trends and special considerations on the community's risk is directly proportional to the size of the community, community values, and the significance of the development trend or special consideration. With input from members of the Hazard Mitigation Planning Committee and key stakeholders, the consultant will analyze the affect of any significant regional future development trends and special considerations identified by Aitkin County to determine their positive or negative impacts on the hazard profiles, inventoried assets, or the projected loss.

2.4.2 First Draft of Updated Risk Assessment Section of Multi-Hazard Mitigation Plan

The consultant will provide Aitkin County a draft submittal of the All-Hazard Risk Assessment Report for review and comment. The consultant will schedule and conduct a meeting with the County Hazard Mitigation Planning Committee and general public to provide a briefing of the updated risk assessment in order to build consensus and buy-in from the group. Once these documents are reviewed, we will incorporate changes into the final All-Hazard Risk Assessment Report. A copy of the report will also be provided to the SHMO to be incorporated into the statewide risk assessment. The report will be included in the next phase of the hazard mitigation planning process. The consultant will provide Aitkin County with all non-proprietary HAZUS-MH and GIS products.

Projected Completion: 6 Months

Task 3: Prioritize Mitigation Actions

Effective mitigation actions and preparedness activities are complementary of one another and provide a holistic approach that aligns multiple state and federal directives and funding. The strategies proposed by the consultant will ensure compliance with DMA 2000. The consultant will provide technical support to the six hazard mitigation and preparedness categories, as defined by FEMA: prevention, property protection, public education and awareness, natural resources protection, emergency services and structural projects.

Identifying and prioritizing mitigation actions are the fundamental components of a Multi-Hazard Mitigation Plan. In the previous tasks, hazards were redefined, vulnerabilities were reassessed, and the losses were estimated.

Development of a prioritized and updated list of mitigation actions will be developed that will reduce future risks and losses. This task will assist the consultant in the following:

- Update goals and objectives
- Identify and reevaluate mitigation actions
- Update the capabilities assessment
- Update mitigation strategies

Subtask 3.1: Review and Analyze the Results of the Hazard Profiles and Loss Estimation

Information revealed in the updated hazard profiles and loss estimation will be used to develop clear mitigation goals. The consultant will attend the planning meeting and review the results of the previous risk assessment planning process that outlined the updated hazard profiles with details on the causes of hazards, the likelihood of occurrence, the potential severity, and the extent of areas affected. The consultant will review the loss estimation dollar amount of damages for particular hazard events, as well as related economic information like business interruption and revenue losses.

3.1.1 Review the finding of the county's risk assessment

The consultant will participate in a workshop to review the risk assessment report and composite maps. The emphasis of the workshop is knowledge and understanding of the causes of the hazards and better preparation for determining mitigation actions.

3.1.2 Develop a list of problem statements based on these findings

The county planning committee will take the results of the risk assessment and develop a problem statement to clearly point out which hazard to address first.

Subtask 3.2: Review the Mitigation Plan and Objectives

A multi-hazard mitigation plan defines mitigation goals and objectives for the community. Based upon the hazard profiles, hazard loss, vulnerability and risk assessment, the local planning committee will update mitigation goals that articulate the county's desire to protect people and structures, reduce the cost of disaster response and recovery, and minimize disruption to the community following a disaster.

The consultant will prepare the updated Mitigation Goals and Objectives as identified by Aitkin County. Additionally, The consultant will schedule and conduct a meeting to review draft mitigation goals and objectives with the County Hazard Mitigation Planning Committee and the general public. The consultant will solicit feedback in order to gain buy-in and consensus. The local planning committee, with assistance from the contractor, will also update mitigation objectives that define strategies or implementation steps to attain the identified goals.

Subtask 3.3: Identification and Reprioritization of Mitigation Actions

Mitigation actions consistent with the goals and objectives that were previously defined will be reevaluated. The hazard mitigation plan defines the action plan to reduce community loss from future hazard events. In order to update a plan that can be integrated into other emergency management operational phases, it is important to acknowledge the interdependencies of mitigation with response, recovery, and preparedness functions of emergency management. The consultant will explore mitigation actions relevant to:

- Prevention
- Property protection
- Public education and awareness
- All resources protection
- Emergency services
- Structural project

The mitigation actions updated will be evaluated to determine the action's effectiveness and efficiency for preventing, protecting, and reducing damages to the community's assets from natural hazards. Evaluation of these mitigation actions will be based on, but not limited to, the following criteria:

- Technical feasibility
- Economic benefits
- Environmental impacts
- Community acceptance
- Staffing and funding
- Maintenance needs
- Political support
- Legal authority
- Historical projects of similar scope or magnitude

Subtask 3.4: Review the Implementation Strategy

The implementation strategy identifies how Aitkin County proposes to achieve its Mitigation goals and objectives. The mitigation action implementation strategy will redefine, identify, and confirm mitigation actions, partners, resources, and schedules.

The consultant will prepare a draft Mitigation Implementation Strategy for review by the County Hazard Mitigation Planning Committee. Once reviewed, The consultant will incorporate changes to the newly updated Mitigation Implementation Strategy.

Projected Completion: 2 Months

Task 4: Complete Multi-Hazard Mitigation Plan Update

The County Hazard Mitigation Planning Committee, with assistance from the consultant, will prepare the Updated Mitigation Plan. The County will assume authorship of the updated plan, and can rely on the consultant's partnership throughout the process. Although the analyses and compilation of the updated plan will largely be completed by the consultant, the county will exercise final decision regarding the outcome of the plan and will be responsible for any additional updates. Final drafts will be delivered to Aitkin County and relevant stakeholders. These deliverables will integrate with the business flow at Aitkin County and be compliant with Federal, State and local regulations.

Subtask 4.1: Write, Print, and Distribute Draft of the Updated Plan

The consultant will prepare a draft of Aitkin County's Updated Multi-Hazard Mitigation Plan that will document the updated mitigation planning process and address the elements required by 44 CFR 201.6(d)(3).

The consultant will assemble information, comments, and reports from the previous tasks. Informational databases, graphics, and maps will also be included in the final plan update in order to visualize the geographic, functional, or systematic relationship between the loss estimation and the mitigation activity chosen. The implementation strategy and overall plan will be supported by a set of plan maintenance and updating procedures for the county. These

procedures will be incorporated into the final report. The Plan Maintenance section will ensure that the document continues to be viable and is compliant with both state and federal directives.

ATTACHMENT A

To meet DMA 2000 requirements, the document will include a description of the update process; a definition of the planning area identifying who was involved in the process, how they were involved, and methods of public participation that were employed; and a detailed description of the decision-making and prioritization process. The consultant will print the draft plan and distribute the copies to the planning committee members for review. The consultant will also provide ongoing limited technical support in preparing compliance for federal regulations at no extra cost.

Subtask 4.2: Review the Documented Planning Process

The county planning committee will meet (Meeting 5) to review the draft of the update. The consultant will also review the final revisions from the planning committee.

Projected Completion: 2 Months

Task 5: FEMA/State Review

The consultant will incorporate all of the committee's final revisions and will print thirty (30) copies, and a digital version of the plan to submit to Aitkin County within two (2) weeks after the receipt of final review comments. A document showing how all mitigation planning requirements were met will also be submitted.

The county will then submit copies of the final draft and a requirements document to the Minnesota Homeland Security and Emergency Management Agency (HSEM) for approval. HSEM will then submit the plan to FEMA after all requirements are met. The county and the consultant will revise the plan to meet requirements throughout the review process.

When approved "pending local adoption" by FEMA, the Aitkin County Mitigation Planning Committee will present the plan before the County Commissioners for formal adoption. The county resolution will be sent to HSEM for processing. FEMA will issue a letter of approval. The letter of approval for the county concludes the scope of work for this project.

A final copy of the plan with the resolutions of adoption will be sent to HSEM for FEMA's approval of the cities to participate in the Hazard Mitigation Assistance program. The final plan should be received by HSEM no later than six months after the county was approved.

Projected Completion: 4 Months

Total Project Duration : 18 Months

D. BUDGET DETAIL

ATTACHMENT A

List all eligible costs associated with the writing or updating of this plan. Do not include contingency costs in the budget. Local match may be cash, in-kind, or a combination of both. Only Direct Project Costs are allowed. The items listed below are examples of eligible costs related to mitigation planning. Multiple lines may be needed to detail a variety of participating staff.

ITEM	FEDERAL / LOCAL SHARE	QTY.	UNIT	UNIT COST	COST ESTIMATE
Consultant Services	Federal	1	each	\$25,500	\$25,500
Emergency Management Agency (EMA) Staff	Local	75	hour	\$30	\$2,250
Mitigation Plan Update Committee	Local	72	hour	\$30	\$2,160
City Staff	Local	150	hour	\$25	\$3,750
Supplies (see budget narrative)	Local	1	each	\$340	\$340
Total Cost					\$34,000
Federal (75%)					\$25,500
Local (25%)					\$8,500

1. Costs incurred prior to the date of the grant award are not eligible for reimbursement.
2. Applicant match salaries should include both base and fringe.
3. No federally funded salaries are allowed to be used as local match.
4. When calculating the Federal and Local cost share, the Federal share total must be rounded down to the whole dollar and Local share must be rounded up to the whole dollar.

E. BUDGET NARRATIVE**1. Contractual Planning Services:**

A consultant will gather data for the plan, facilitate meetings, develop HAZUS-MH and GIS based lost estimates and revise the plan. The consultant will be involved with Tasks 1 through 5 as detailed in Section C. Scope of Work. The estimate for these services is \$25,500.00

Tasks	Hours
Task 1: Organize Resources	40
Task 2: Assess Risks/GIS Analysis	96
Task 3: Prioritize Mitigation Strategies	55
Task 4: Complete Multi-Hazard Mitigation Plan Update	50
Task 5: FEMA/State Review	26
Total	267

2. County and City Staff Contribution

ATTACHMENT A

The following county and city staff, are committed to participate in this planning process.

Committee Meetings:

Mitigation Plan Update Committee	\$30.00 X 3 hours X 4 members X 5 meetings =	\$1800.00
City Staff	\$25.00 X 4 hours X 5 meetings X 6 cities =	<u>\$3000.00</u>
	Total =	\$4800.00

Agency Coordination:

Coordination with the consultant includes responding to questions, information requests, review of invoices, interaction with the Mitigation Plan Update Committee, and contacts with other municipal and county officials to obtain information.

EMA \$30.00 X 35 hours = \$1050.00

Risk Assessment:

Office research and small group meetings are utilized to gather and verify information and to also identify critical facilities.

Mitigation Plan Update Committee	\$30.00 X 3 hours X 4 members =	\$360.00
City Staff	\$25.00 X 5 hours X 6 cities =	<u>\$750.00</u>
	Total	\$1110.00

Mitigation Projects / Prioritization:

County Staff are asked to participate in a subcommittee to develop a prioritization strategy. Concurrently, county and municipal staff are also asked to meet among their jurisdictions to develop a list of mitigation projects before the third and fourth Committee Meetings. The county EMA staff will work with each of the municipalities.

EMA \$30.00 X 2 staff X 20 hours = \$1200.00

Total County and City Staff Contribution: \$8160.00

3. Supplies

County officials estimate the following supplies will be used during the planning process:

Binders	25 @ \$7.00/unit =	\$175.00
Pads	25 @ \$1.50/unit =	\$ 37.50
Pens	25 @ \$0.50/unit =	\$ 12.50
Markers	25 @ \$1.00/unit =	\$ 25.00
Photocopies	600 @ \$0.15/unit =	<u>\$ 90.00</u>
Total		\$340.00

CERTIFICATION

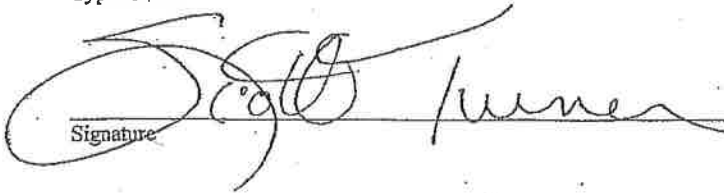
ATTACHMENT A

I certify to the best of my knowledge and belief that the information provided in this application and supporting documentation is true and correct. I also have the legal authority to apply for assistance on behalf of the applicant. It is also understood that no work will begin until a sub-grantee agreement is fully executed.

Signed for the applicant:

Scott Turner, Aitkin County Sheriff

Typed name

 Signature

11/7/12
Date

FEDERAL AUDIT REQUIREMENTS

1. For subrecipients that are state or local governments, non-profit organizations, or Indian tribes

If the grantee expends total federal assistance of \$500,000 or more per year, the grantee agrees to obtain either a single audit or a program-specific audit made for the fiscal year in accordance with the terms of the Single Audit Act Amendments of 1996.

Audits shall be made annually unless the state or local government has, by January 1, 1987, a constitutional or statutory requirement for less frequent audits. For those governments, the federal cognizant agency shall permit biennial audits, covering both years, if the government so requests. It shall also honor requests for biennial audits by governments that have an administrative policy calling for audits less frequent than annual, but only audits prior to 1987 or administrative policies in place prior to January 1, 1987.

For subrecipients that are institutions of higher education or hospitals

If the grantee expends total direct and indirect federal assistance of \$500,000 or more per year, the grantee agrees to obtain a financial and compliance audit made in accordance with OMB Circular A-110 "Requirements for Grants and Agreements with Universities, Hospitals and Other Nonprofit Organizations" as applicable. The audit shall cover either the entire organization or all federal funds of the organization.

The audit must determine whether the subrecipient spent federal assistance funds in accordance with applicable laws and regulations.

2. The audit shall be made by an independent auditor. An independent auditor is a state or local government auditor or a public accountant who meets the independence standards specified in the General Accounting Office's "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions."
3. The audit report shall state that the audit was performed in accordance with the provisions of OMB Circular A-133 (or A-110 as applicable).

The reporting requirements for audit reports shall be in accordance with the American Institute of Certified Public Accountants' (AICPA) audit guide, "Audits of State and Local Governmental Units," issued in 1986. The federal government has approved the use of the audit guide.

In addition to the audit report, the recipient shall provide comments on the findings and recommendations in the report, including a plan for corrective action taken or planned and comments on the status of corrective action taken on prior findings. If corrective action is not necessary, a statement describing the reason it is not should accompany the audit report.

4. The grantee agrees that the grantor, the Legislative Auditor, the State Auditor, and any independent auditor designated by the grantor shall have such access to grantee's records and financial statements as may be necessary for the grantor to comply with the Single Audit Act Amendments of 1996 and OMB Circular A-133.
5. Grantees of federal financial assistance from subrecipients are also required to comply with the Single Audit Act and OMB Circular A-133.
6. The Statement of Expenditures form can be used for the schedule of federal assistance.

7. The grantee agrees to retain documentation to support the schedule of federal assistance for at least four years.
8. Required audit reports must be filed with the State Auditor's Office, Single Audit Division, and with federal and state agencies providing federal assistance, and the Department of Public Safety within nine months of the grantee's fiscal year end.

OMB Circular A-133 requires recipients of more than \$500,000 in federal funds to submit one copy of the audit report within 30 days after issuance to the central clearinghouse at the following address:

Bureau of the Census
Data Preparation Division
1201 East 10th Street
Jeffersonville, Indiana 47132

Attn: Single Audit Clearinghouse

The Department of Public Safety's audit report should be addressed to:

Minnesota Department of Public Safety
Office of Fiscal and Administrative Services
445 Minnesota Street
Suite 126, Town Square
St. Paul, MN 55101-5126

FEDERAL EMERGENCY MANAGEMENT AGENCY
Assurances Non-Construction Programs (Page 1)

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.

ATTACHMENT C

FEDERAL EMERGENCY MANAGEMENT AGENCY
Assurances Non-Construction Programs (Page 2)

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.

FEMA Form 20-16A (BACK)

FEDERAL EMERGENCY MANAGEMENT AGENCY
Assurances Construction Programs (Page 1)

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.

FEDERAL EMERGENCY MANAGEMENT AGENCY
Assurances Construction Programs (Page 2)

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.

FEMA Form 20-16B (BACK)

CERTIFICATION REGARDING LOBBYING
For State of Minnesota Contracts and Grants over \$100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other 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 employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Name and Title of Official Signing for Organization

By: _____
Signature of Official

Date

Attachment S

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)

COUNTY OF TRAVERSE)

SS
 The below signed Michael Kremor, being duly sworn, on oath says he is the authorized representative of the newspaper known as The Wheaton Gazette and has full knowledge of the facts herein stated as follows: (1) Said newspaper is printed in the English language in newspaper format and in column and sheet form equivalent in printed space to at least 900 square inches. (2) Said newspaper is a weekly and is distributed at least once each week. (3) Said newspaper has 50 percent of its news columns devoted to news of local interest to the community which it purports to serve and does not wholly duplicate any other publication and is not made up entirely of patents, plate matter and advertisements. (4) Said newspaper is circulated in and near the municipality which it purports to serve, has at least 500 copies regularly delivered to paying subscribers, has an average of at least 75 percent of its total circulation currently paid or no more than three months in arrears and has entry as second-class matter in its local post-office. (5) Said newspaper purports to serve the Village of Wheaton in the County of Traverse and it has its known office of issue in the Village of Wheaton in said county, established and open during its regular business hours for the gathering of news, sale of advertisements and sale of subscriptions and maintained by the publisher of said newspaper or persons in his employ and subject to his direction and control during such regular business hours, and devoted exclusively during such regular business hours to the business of the newspaper and business related thereto. (6) Said newspaper files a copy of each issue immediately with the State Historical Society. (7) Said newspaper has complied with all the foregoing conditions for at least two years preceding the day or dates of publication mentioned below. (8) Said newspaper has filed with the Secretary of State of Minnesota prior to January 1, 1986, and each January 1 thereafter an affidavit in the form prescribed by the Secretary of State and signed by the publisher of said newspaper and sworn to before a notary public stating that the newspaper is a legal newspaper.

He further states on oath that the printed Public Notice: Tru. Co. in conjunction with the Minnesota Division of Homeland Security and Emergency

hereto attached as a part hereof was cut from the columns of said newspaper, and was printed and published therein in the English language, once each week, for 1 successive weeks; that it was first published on Tuesday, the 27 day of March, 2017 and was thereafter printed and published on every Tuesday to and including Tuesday, the 27 day of March, 2017, and that the following is a printed copy of the lower case alphabet from A to Z, both inclusive, and is hereby acknowledged as being the size and kind of type used in the composition and publication of said notice, to wit: abcdefghijklmnopqrstuvwxyz

Public Notice

Traverse County, in conjunction with the M Security and Emergency Management Agency, Emergency Management Agency (FEMA) has Grant Program Project for a Community Safe.

Under the National Environmental Policy Act of 1990, public notice is required of any federal action which may affect wetlands. All necessary permits will be obtained prior to the completion of the project.

The objectives of the Hazard Mitigation Grant Program are to reduce the losses of lives and property, to implement mitigation measures to be used in the recovery from disaster, and to provide funding for hazard mitigation projects.

Public participation is encouraged. Interest is invited to comment on the project either in writing or by attending a public meeting.

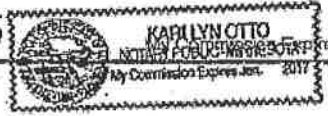
Amanda Ratliff, Regional Environmental Specialist
 FEMA Region 5
 536 South Clark Street
 Chicago, IL 60607

Or comments may be directed via email to: amanda.ratliff@df.

Subscribed and sworn to before me this 29 day of March, 2017.

Kari Lynn Otto
 Notary Public, Traverse County, Minnesota

PUBLICATION FEE: \$113.85



Jan. 31, 2017

FEDERAL AUDIT REQUIREMENTS

1. For subrecipients that are state or local governments, non-profit organizations, or Indian tribes

If the grantee expends total federal assistance of \$500,000 or more per year, the grantee agrees to obtain either a single audit or a program-specific audit made for the fiscal year in accordance with the terms of the Single Audit Act Amendments of 1996.

Audits shall be made annually unless the state or local government has, by January 1, 1987, a constitutional or statutory requirement for less frequent audits. For those governments, the federal cognizant agency shall permit biennial audits, covering both years, if the government so requests. It shall also honor requests for biennial audits by governments that have an administrative policy calling for audits less frequent than annual, but only audits prior to 1987 or administrative policies in place prior to January 1, 1987.

For subrecipients that are institutions of higher education or hospitals

If the grantee expends total direct and indirect federal assistance of \$500,000 or more per year, the grantee agrees to obtain a financial and compliance audit made in accordance with OMB Circular A-110 "Requirements for Grants and Agreements with Universities, Hospitals and Other Nonprofit Organizations" as applicable. The audit shall cover either the entire organization or all federal funds of the organization.

The audit must determine whether the subrecipient spent federal assistance funds in accordance with applicable laws and regulations.

2. The audit shall be made by an independent auditor. An independent auditor is a state or local government auditor or a public accountant who meets the independence standards specified in the General Accounting Office's "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions."
3. The audit report shall state that the audit was performed in accordance with the provisions of OMB Circular A-133 (or A-110 as applicable).

The reporting requirements for audit reports shall be in accordance with the American Institute of Certified Public Accountants' (AICPA) audit guide, "Audits of State and Local Governmental Units," issued in 1986. The federal government has approved the use of the audit guide.

In addition to the audit report, the recipient shall provide comments on the findings and recommendations in the report, including a plan for corrective action taken or planned and comments on the status of corrective action taken on prior findings. If corrective action is not necessary, a statement describing the reason it is not should accompany the audit report.

4. The grantee agrees that the grantor, the Legislative Auditor, the State Auditor, and any independent auditor designated by the grantor shall have such access to grantee's records and financial statements as may be necessary for the grantor to comply with the Single Audit Act Amendments of 1996 and OMB Circular A-133.
5. Grantees of federal financial assistance from subrecipients are also required to comply with the Single Audit Act and OMB Circular A-133.
6. The Statement of Expenditures form can be used for the schedule of federal assistance.

7. The grantee agrees to retain documentation to support the schedule of federal assistance for at least four years.
8. **Required audit reports must be filed with the State Auditor's Office, Single Audit Division, and with federal and state agencies providing federal assistance, and the Department of Public Safety within nine months of the grantee's fiscal year end.**

OMB Circular A-133 requires recipients of more than \$500,000 in federal funds to submit one copy of the audit report within 30 days after issuance to the central clearinghouse at the following address:

Bureau of the Census
Data Preparation Division
1201 East 10th Street
Jeffersonville, Indiana 47132

Attn: Single Audit Clearinghouse

The Department of Public Safety's audit report should be addressed to:

Minnesota Department of Public Safety
Office of Fiscal and Administrative Services
445 Minnesota Street
Suite 126, Town Square
St. Paul, MN 55101-5126

FEDERAL EMERGENCY MANAGEMENT AGENCY
Assurances Non-Construction Programs (Page 1)

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.

ATTACHMENT C

FEDERAL EMERGENCY MANAGEMENT AGENCY
Assurances Non-Construction Programs (Page 2)

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.

FEMA Form 20-16A (BACK)

FEDERAL EMERGENCY MANAGEMENT AGENCY
Assurances Construction Programs (Page 1)

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FEDERAL EMERGENCY MANAGEMENT AGENCY
Assurances Construction Programs (Page 2)

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FEMA Form 20-16B (BACK)

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Organization Name

Name and Title of Official Signing for Organization

By: _____
Signature of Official

Date