



**Department of
Public Safety**

EXHIBIT A



Mike DeWine, Governor
Jon Husted, Lt. Governor

Thomas J. Stickrath, Director
Sima S. Merick, Executive Director

**STATE-LOCAL GRANT AGREEMENT
HAZARD MITIGATION GRANT PROGRAM - CFDA 97.039
FEMA-DR-4360-OH
DECLARED April 17, 2018**

This Grant Agreement (the "Agreement") is made and entered into by, and between, the State of Ohio, Department of Public Safety, Ohio Emergency Management Agency, located at 2855 West Dublin-Granville Road, Columbus, Ohio 43235-2712 (herein referred to as the "Recipient"); and, **City of Avon**, located at **36080 Chester Road, Avon, OH 44011** (herein referred to as the "Sub-recipient").

This agreement will be in effect for the period beginning November 04, 2019 and ending November 04, 2021.

1. Pursuant to the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC 5121, et. seq. ("Stafford Act") as amended, the Federal Emergency Management Agency ("FEMA") has been authorized by Congress to make grants to states to mitigate natural disasters. The Ohio Emergency Management Agency ("Ohio EMA"), has received grant funds for that purpose.
2. The Ohio Emergency Management Agency has been designated as the Recipient to receive, administer, and disburse FEMA mitigation funds for local government mitigation projects in areas of Ohio and to provide technical assistance with the Hazard Mitigation Grant Program (HMGP). The HMGP is authorized by Section 404 of the Stafford Act, Public Law 93-288. Recipient shall monitor and evaluate the implementation of mitigation projects and control the disbursement of HMGP funds from FEMA.
3. **City of Avon, Lorain County** is the Sub-recipient and has submitted an application, which is incorporated herein by reference, to the Recipient setting forth a list of activities (herein referred to individually as "Project"). The Recipient and FEMA have approved the Projects along with any exceptions that have been made prior to signing of this agreement. The Sub-recipient agrees to complete the Project within two years of FEMA approval, unless a time extension is granted by the Recipient.
4. Sub-recipient shall participate in the development of, and shall coordinate and monitor the implementation of the local hazard mitigation measures; and shall regulate and control development within hazardous areas.
5. Sub-recipient has the legal authority to accept mitigation funds and shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state mitigation funds. The financial management system must comply with 2 Code of Federal Regulations (CFR) Part 200 and Auditor of State Bulletin 99-05.
6. Sub-recipient shall use the mitigation funds solely for the approved scope of work in the Project. Only those costs, which are allowable as defined in 2 CFR 200 will be paid:
 - a. This Grant Agreement in the amount of **\$275,164.00**

(“Funds”) will serve as the contract between the Recipient, Ohio EMA and the Sub-recipient for the purpose of the approved project. This grant amount represents the total Federal, State and Local share of the cost of the Project as described below.

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|----|---|---------------|
| b. | Total estimated cost of the mitigation project is | \$ 275,164.00 |
| | Total HMGP (Federal) contribution is: | \$ 206,373.00 |
| | Total State of Ohio contribution is: | \$ 34,395.50 |
| | Local contribution: | \$ 34,395.50 |
 - c. Sub-recipient agrees to provide the necessary local cost share as required by 2 CFR Parts 200.306 and 200.434. The funding will be available within the specified period of time for completion of the Project. Documentation of the use of the local cost share is required.
 - d. Obligations of Recipient are subject to provisions of Section 126.07 of the Ohio Revised Code.
 7. Sub-recipient shall return to Recipient any HMGP and State funds, which are not supported by audit or other federal or state review of documentation maintained by the Sub-recipient. (2 CFR Part 200-Subpart F)
 8. Sub-recipient shall maintain records for the period set forth in 2 CFR Part 200.333 and shall give access to said records in accordance with 2 CFR Part 200.336.
 9. Sub-recipient shall comply with all applicable state and local ordinances, laws, regulations, building codes and standards applicable to this Project.
 10. Sub-recipient agrees to maintain good standing with the National Flood Insurance Program (NFIP) and comply with local regulations pertaining to the NFIP; and agrees to bring into NFIP compliance all structures identified through Community Assistance Visits (CAV's) to the maximum extent possible. Failure to enforce NFIP requirements for all development in identified flood hazard areas will result in the Sub-recipient repaying the HMGP and state funds related to the Project.
 11. Sub-recipient shall comply with 2 CFR Part 200.318 in all procurements, including the contract provisions found in 44 CFR Parts 200.319 thru 200.326. In particular,
 - a. Sub-recipient shall comply, as applicable, with provisions of federal laws and regulations pertaining to labor standards, and the State of Ohio Prevailing Wages laws and regulations.
 - b. Sub-recipient shall not enter into any contract with any party which is debarred or suspended from participating in federal assistance programs, or is otherwise ineligible pursuant to E.O. 12549, Debarment and Suspension, as implemented at 44 CFR Part 67.
 12. Sub-recipient has read, understands, and shall comply with the State of Ohio Audit Requirements/Compliance Standards (attached), and 2 CFR Part 200 Subpart F – Audit Requirements.
 13. Sub recipient shall submit to the Recipient quarterly progress reports (QPR), due the 15th day of the month following the end of the quarter on the following schedule:
 - a. January – March Due April 15

April – June
July – September
October – December

Due July 15
Due October 15
Due January 15

- b. Failure to provide the required reports will result in suspension of grant funds until the required reports are provided and approved by the Recipient.

- 14. Prior to project close-out, the sub-recipient is responsible for entering project summary data into the State Hazard Analysis Resource and Planning Portal (SHARPP). Examples of data to be entered into SHARPP include but are not limited to: property photos, copies of deed restrictions, project financial information, latitude/longitude of mitigated properties etc. The Sub-recipient also agrees to utilize SHARPP to monitor properties acquired with Hazard Mitigation Assistance funds to ensure compliance with open space requirements.

15. DEED RESTRICTIONS

Sub-recipient agrees to the following assurance for projects, which involve acquisition and relocation:

- a. The following restrictive covenants shall be conveyed in the deed to any property acquired, accepted, or from which structures are removed:
 - 1) The property shall be dedicated and maintained in perpetuity for uses compatible with open space, recreational, or wetlands management practices; and,
 - 2) No new structure(s) will be built on the property except as indicated below:
 - a. A public facility that is open on all sides and functionally related to a designated open space or recreational use:
 - b. A rest room; or
 - c. A structure that is compatible with open space, recreational, or wetland management usage and proper floodplain management policies and practices, which the FEMA V Regional Administrator approves in writing before the construction of the structure begins.
 - 3) After completion of the project, no application for additional disaster assistance will be made for any purpose with respect to the property to any Federal or State entity or source, and no Federal or State entity or source will provide such assistance.
- a. In general, allowable open space, recreational, and wetland management uses include: parks for outdoor recreational activities; nature reserves; cultivation; grazing; camping except where adequate warning time is not available to allow evacuation; temporary storage in the open of wheeled vehicles which are easily movable (except mobile homes and recreational vehicles); unimproved, previous parking lots; and buffer zones.
- b. Any structures built on the property according to A. above, shall be floodproofed or elevated to the 100-year Base Flood Elevation plus one foot of freeboard.

- c. Title to the property may be transferred only to another governmental entity, with the approval of the Recipient and the FEMA V Regional Administrator. The Sub-recipient will retain all development rights to the land.
- 16. Sub-recipient shall comply with all applicable federal, state and local ordinance, laws, regulations, requirements, labor standards, building codes and standards as pertains to this project and identified in 2 CFR Part 200, and agrees to provide maintenance as appropriate.
- 17. NONCOMPLIANCE (2 CFR PART 200.338)
 - a. If the Sub-recipient fails to comply with the terms of the award, whether stated in a federal statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:
 - 1). Temporarily withhold cash payments pending correction of the deficiency;
 - 2) Disallow all of part of the cost of the activity or action not in compliance;
 - 3) Wholly or partly suspend or terminate the current award for the program;
 - 4) Withhold further awards for the program;
 - 5) Take other remedies that may be legally available.
 - b. In taking an enforcement action, the awarding agency and/or the Recipient will provide an opportunity for such hearing, appeal, or other administrative proceeding to which the Recipient or Sub-recipient is entitled under any statute or regulation applicable to the action involved.
 - c. Costs resulting from obligations incurred by the Sub-recipient during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination. Other costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
 - 1). The costs result from obligations which were properly incurred before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are not cancelable, and,
 - 2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes place.

18. ENVIRONMENTAL COMPLIANCE

- a. Sub-recipient will comply with FEMA Directive 108-1,, National Environmental Policy Act (NEPA), and other federal and state environmental laws and regulations in the implementation of the Project. The Recipient will provide the Sub-recipient with a signed copy of the Record of Environmental Considerations (REC) and supporting letters and documentation as soon as FEMA approves the project. The REC will identify any special conditions placed on the project that may impact demolition activities, the elevation of any structures, underground storage tanks, cutting of trees or removal of fences or vegetation and disposal of any materials in approved dump sites and so on.
- b. Failure to comply with any environmental condition or requirement will result in the Sub-recipient reimbursing to the Recipient any federal or state funds expended on a property where

environmental non-compliance has occurred.

19. CLOSE-OUT (2 CFR 200.343)

- a. Sub-recipient will notify the Recipient as soon as the Project has been completed, and will provide a Final Progress Report and financial report within 30 days. Recipient will conduct a final site visit within 30 days of receiving the final progress report and financial report, and provide the Sub-recipient with a their findings within 30 days of the visit. The findings will outline the results of the site visit and in particular any upward or downward adjustment to allowable costs.
- b. Sub-recipient will immediately refund any balance of un-obligated cash advanced that is not authorized to be retained for use on other grants.
- c. The closeout of the grant does not affect the right of the awarding agency to disallow costs and recover funds on the basis of a later audit or other review, the obligation to return any funds due as a result of later refunds, corrections, or other transactions, records retention as required in 2 CFR Part 200.333, property management requirements in Parts 200.311 and 200.312, and audit requirements in Part 200 Subpart F-Audit Requirements.
- d. Any funds not returned within a reasonable period of time after request, may result in an administrative offset against other requests for assistance, withholding advance payments otherwise due, and other action permitted by law.

20. AUDIT REQUIRMENTS (44 CFR 200 Subpart F)

In accordance with the Single Audit Act of 1984 as amended and 2 CFR 200, the following procedures will assure compliance with those standards in the administration of the Hazard Mitigation Grant Program (HMGP) to eligible Sub-recipients, pursuant to a Presidential Declaration of major disaster in the State of Ohio.

- a. The Governor's Authorized Representative (GAR) will provide the Auditor of State a listing of all State agencies and local governments which have been approved to receive Federal funds under the HMGP. This will serve as notice to State field examiners to inquire about the funds at the time of the respective Sub-recipients single audit, ensuring at a minimum, the inclusion of those funds in the Audit Report's "Schedule of Federal Financial Assistance".
- b. The Sub-recipient has the obligation to comply with all applicable rules and regulations of the HMGP, to include 2 CFR 200. If the applicant desires copies of 2 CFR 200 they are available from the County and/or State Auditor's Office.
- c. The Single Audit Act of 1984 as amended requires local governments, state agencies/departments, and private non-profit organizations expending a total of \$750,000.00 or more in federal financial assistance in any fiscal year to have a single audit performed.

Those local governments, state agencies/departments, or private non-profit organizations expending less than \$750,000.00 in federal financial assistance must supply the GAR with a letter from a clerk/treasurer, for each fiscal year HMGP funds are received, certifying that status.

- d. Audit reports must be sent to the GAR by the Sub-recipients within one (1) month of Audit Report publication. Failure to do so, without reasonable justification, could result in suspension of any further advances of funds or final reimbursement by the GAR under the HMGP.

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

STATE OF OHIO
HAZARD MITIGATION GRANT PROGRAM (HMGP)
GRANT AGREEMENT

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

SUB-RECIPIENT – City of Avon, Lorain County

Bryan K. Jensen - Mayor City of Avon

Date

Date

Date

RECIPIENT

Sima S. Merick, Executive Director
Ohio Emergency Management Agency

Date