Supporting Documentation for Paper Application

List any supporting documentation that will be included in your paper application to HSEMD.

Supporting Documentation:	Attached?	Structures Clearly Marked?
Project-area Map		
Project-area Diagram		
Project-area FIRM or FHBM		
Flood Insurance Study		
1:24,000 Topographical Map		
Parcel Map		
Photos of Each Structure		
Photos of Project Area		
Tax Assessment Card(s)		
Substantial Damage Determination form(s)		
Budget Documentation:		
BCA:		Not Applicable
BCA Documentation:		
EHP Documentation:		
Completed Forms from Application:		Not Applicable
SF-242		Not Applicable
Federal Assurances		Not Applicable
Acquisition Assurances		Not Applicable
AAR Designation		Not Applicable
Local Match Resolution		Not Applicable
Voluntary Participation Statement		Not Applicable
Minority Impact Statement		Not Applicable

Benefit Cost Analyses

Attach an electronic copy of the final BCA to your application email. Attach a paper copy of the final BCA with your paper application. You also may attach individual property BCAs.

Contact the BC Helpdesk or State Mitgiation Staff if you need technical assistance.

HMGP Definitions

The terms below are the commonly found throughout the SAP, or are commonly understood in the administration of the HMGP. Unless otherwise noted, all terms are defined by 44 CFR.

Activity means any mitigation measure, project, or action proposed to reduce the risk of future damage, hardship, loss or suffering from disasters (§206.431)

Activity Completion Date is the date by which a subgrantee must complete an activity funded under an HMGP grant. Individual subgrant activity completion dates fall under the overall HMGP program grant to the State. The last activity completion date sets the period of performance for the HMGP program grant. (5-21-03 Guidance on HMGP Grants Management Terms Memo)

Activity Completion Timeframe is the subgrant equivalent of a period of performance. It is the period of time during which the subgrantee is expected to complete activities including plans, and liquidate HMGP program funds. HMGP program guidance limits individual activity completion timeframes to three years. (5-21-03 Guidance on HMGP Grants Management Terms Memo)

Applicant means a State agency, local government, or eligible private nonprofit organization, submitting an application to the grantee for assistance under the HMGP (§206.431)

Application Period means the period that the State has to identify activities and submit applications to FEMA. The application period is important because scope of work changes cannot be made after the application period expires. No new activities or activities that have not been pre-identified and submitted during the application period can be considered after the application period expires. For disaster declared on or after February 12, 2002, the application period is the 12 month period from the date of the declaration. The Regional Administrator may extend the application period by 30-day increments, not to exceed 180 days. (5-21-03 Guidance on HMGP Grants Management Terms Memo)

Cap is the maximum dollar amount that may be provided to a grantee for management cost funds for a single declaration (§207.5(c))

Chief Financial Officer (CFO) is the Chief Financial Officer of FEMA, or his/her designed representative (§207.2)

Contractor means any individual, partnership, corporation, agency or other entity (other than an organization engaged in the business of insurance) performing work by contract for the Federal Government or a State or local agency (§206.2)

Cost Overrun is an unanticipated increase in the cost of performing the specified objectives of an activity (5-21-03 Guidance on HMGP Grants Management Terms Memo)

Cost Underrun is an unanticipated decrease in the cost of performing the specified objectives of an activity. Cost underruns can be used to offset cost overruns for other HMGP activities in the same disaster. Cost underruns cannot be applied to new activities if the application period has expired. (5-21-03 Guidance on HMGP Grants Management Terms Memo)

Enhanced State Mitigation Plan is the hazard mitigation plan approved under 44 CFR Part 201 as a condition of receiving increased funding under the HMGP (§206.431)

Grant means an award of financial assistance making payment in cash, property or in kind for a specified purpose, by the Federal Government to an eligible grantee (§207.2)

Grant Application means the request to FEMA for HMGP funding by a State that will act as grantee (§206.431)

Grant Award means the total of Federal and non-Federal contributions to complete the approved scope of work (§206.431)

Grantee means the government to which a grant is awarded and which is accountable for the use of the funds provided. The grantee is the entire legal entity even if only a particular component of the entity is designated in the grant award document. Generally, the State is the grantee (§206.431)

Governor's Authorized Representative (GAR) means the person empowered by the Governor to execute, on behalf of the State, all necessary documents for disaster assistance (§206.2)

Hazard Mitigation means any cost effective measure which will reduce the potential for damage to a facility from a disaster event (§206.2)

Hazard Mitigation Grant Program means the program implemented at part 206, subpart N of 44 CFR (§207.2)

HMGP Lock-In Ceiling means the level of HMGP funding available to a grantee for a particular disaster declaration (§207.2)

HMGP Project Narrative refers to the request submitted for HMGP funding (§207.2)

Indirect Costs means costs that are incurred by a grantee for a common or joint purpose benefitting more than one cost objective that not readily assignable to the cost objectives specifically benefited (§207.2)

Local Mitigation Plan is the hazard mitigation plan required of a local government acting as a subgrantee as a condition of receiving a project subgrant under the HMGP (§206.431)

Lock-In means the amount of management cost funds available to a grantee for HMGP for a particular major disaster or emergency, as FEMA determines at 30 days, 6 months and 12 months or upon calculation of the final HMGP lock-in ceiling, whichever is later (§207.2)

Management Costs means any indirect costs, administrative expenses, and any other expenses not directly chargeable to a specific project that are reasonably incurred by a grantee or subgrantee in administering an HMGP grant award. For HMGP, Management cost funding is provided outside of the Federal assistance limits defined at 44 CFR §206.432(b) (§207.2)

Notice of Interest refers to the written notice that the applicant will provide to the SHMO by the established deadline, which declares their intent to apply for HMGP funds. At a minimum, the NOI provides the name of the applicant, a brief description of the proposed project(s) including time frames for completion, title of Local Hazard Mitigation Plan and date of FEMA plan approval, mitigation measure from the approved plan that corresponds with the proposed project, approximate cost of the proposed project, and its precise location. (DR-1763 HMGP Admin Plan)

Period of Performance is the period of time during which the Grantee is expected to complete activities and obligate HMGP program funds. (5-21-03 Guidance on HMGP Grants Management Terms Memo)

Pre-Identified Activity is a proposed activity that has been approved by the Grantee and has been forwarded to FEMA to approve should funds become available as a result of withdrawn subgrant applications or reductions in scopes of work. These applications must be prioritized and submitted within the application period and must note that they are to be held in reserve in the event of a reduced scope of work in another activity or a withdrawn activity. Applications for pre-identified activities must be complete, including BCA, before they are submitted to FEMA. (5-21-03 Guidance on HMGP Grants Management Terms Memo)

Private Non-Profit Organization means any nongovernmental agency or entity that currently has (1) an effective ruling letter from the IRS, granting tax exemption under Sections 501(c), (d), or (e) of the IRS Code of 1954, or (2) satisfactory evidence from the State that the nonrevenue producing organization or entity is a nonprofit one organized or doing business under State law (§206.221(f))

Project refers to a eligible activities as defined at §206.434(d)

Regional Administrator is the head of a FEMA Regional Office, and his/her designated representative, appointed under §507 of the Post-Katrina Emergency Reform Act of 2006 (P.L. 109-295) (§207.2)

Scope of Work refers to the specific goal, purposes and result of an approved mitigation activity, including the activity objectives, budget, activity completion date and the period of availability of funds (5-21-03 Guidance on HMGP Grants Management Terms Memo)

Scope of Work Change refers to any change to the objective, purpose and outcome of an approved mitigation activity, regardless of budget implications. SOW changes cannot occur after the application period expires. (5-21-03 Guidance on HMGP Grants Management Terms Memo)

Stafford Act refers to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. 5121-5206)

State is any State of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands (§207.2)

State Administrative Plan for the Hazard Mitigation Grant Program means the plan developed by the State to describe the procedures for administration of the HMGP (§206.431)

State Hazard Mitigation Plan is the hazard mitigation plan that identifies and evaluates mitigation opportunities, as required under Section 322 of the Stafford Act as a condition of receiving Federal Disaster Assistance (Stafford Act)

State Hazard Mitigation Officer (SHMO) is the person assigned by the GAR with responsibility for ensuring that that State properly manages the HMGP subsequent to a Presidential Disaster Declaration (DR-1763 HMGP Admin Plan)

Subgrant means an award of financial assistance under a grant by a grantee to an eligible subgrantee (§206.431)

Subgrant Application means the request to the grantee for HMGP funding by the eligible subgrantee, as outlined in 44 CFR§206.436 (§206.431)

Subgrantee means the government or other legal entity to which a subgrant is awarded and which is accountable to the grantee for the use of the funds provided. Subgrantees can be a State agency, local government, private nonprofit organizations, or Indian tribal government as outlined in 44 CFR §206.433 (§206.431)

Void Activity is an activity that has been submitted by the State to FEMA and is withdrawn before funds are available (5-21-03 Guidance on HMGP Grants Management Terms Memo)

Withdrawn Activity is a subgrant that has been submitted by the State and awarded funds by FEMA, but is withdrawn by the State and will not be implemented (5-21-03 Guidance on HMGP Grants Management Terms Memo)

Program Name
HMGP

IOWA HOMELAND SECURITY AND EMERGENCY MANAGEMENT DIVISION

MITIGATION PAYMENT REQUEST FORM

SECTION I: TO BE COMPLETED BY REQUESTING AGENCY / ENTITY

"X" only **ONE** [ ] Advance Request [ ] Reimbursement Request

SUBGRANTEE NAME:
SUBGRANTEE FEDERAL ID #: **PAY REQUEST #:**
GRANT AGREEMENT NUMBER: **PROJECT NUMBER:**
PROJECT NAME:
MAILING ADDRESS:
CITY / STATE / ZIP:
POC NAME & PHONE #:

Source document(s) must accompany this request in order to receive payment. For a **REIMBURSEMENT** request: this must include payment verification (i.e. paid invoices, receipts, payroll records with personnel activity reports, cancelled checks, general ledger print outs.) For an **ADVANCE** request: this must include a detailed cost estimate (i.e. invoices, quotes, or other document). **Note**: If this request is an **ADVANCE**, payment verification source documents for this advance must be submitted to HSEMD within 30 days after the funds are advanced, future advances will not be made until this documentation is recieved.

Total Approved Project Amount: **$100,000.00**

Grant Year		**FEDERAL GRANT**	**STATE GRANT**	**LOCAL SHARE**	**Total Funds**
Approved Grant Award Amounts		**$75,000.00**	**$10,000.00**	**$15,000.00**	**$100,000.00**
Less Funds received to date		**$8,000.00**	**$6,589.00**	**$2,500.00**	**$17,089.00**
Funds available before this Request		**$67,000.00**	**$3,411.00**	**$12,500.00**	**$82,911.00**
Amount this Payment Request #		**$7,777.00**	**$999.00**	**$850.00**	**$9,626.00**
HSEMD use only (adjustments)					
Funds Spent to Date		**$15,777.00**	**$7,588.00**	**$3,350.00**	**$26,715.00**
Remaining Grant Funds Available		**$59,223.00**	**$2,412.00**	**$11,650.00**	**$73,285.00**
Percentage of funds spent		15.78%	7.59%	3.35%	26.72%

I certify that this Payment Request does not exceed the total amount of HMGP Grant Assistance in accordance with the Grant Agreement; that all claimed project work has been/will be completed; and all project costs which are claimed have been/will be paid in full, and that all costs incurred are eligible and allowable.

^ **SUBGRANTEE AUTHORIZED REPRESENTITIVE** ^ **SIGNATURE** ^ **DATE**

Description **Grant Year**

SECTION II: TO BE COMPLETED BY IOWA HOMELAND SECURITY AND EMERGENCY MANAGEMENT DIVISION

FUND	ORG	SUB ORG	OBJECT	FED Approved	STATE Approved
Totals					
				APPROVED EXPENDITURE REQUEST TOTAL	$ -

I certify that this Pay Request was reviewed and that funds claimed will be expended in accordance with provisions set forth in the FEMA State Agreement.

^ **FINANCE OFFICER** **DATE** ^ **GAR/DESIGNEE** **DATE**

GRANT AGREEMENT

between

Iowa Homeland Security and Emergency Management Division

and

City of XXX, Iowa

PROJECT TITLE: **City of XXX**

GRANT AGREEMENT NO:

PROJECT NO:

FEDERAL TAX ID#:

SCOPE OF WORK

This Grant Assistance Agreement (AGREEMENT) is to provide City of XXXX (SUBGRANTEE) with federal assistance from the NAME OF GRANT PROGRAM funds for the above-referenced mitigation grant. The federal share shall not exceed $XXX or 75% of actual allowable project costs, whichever is less. The State share shall not exceed $XXXX or 10% of actual allowable project costs, whichever is less. The SUBGRANTEE shall provide at least $XXX (15%) through local non-federal (cash and/or in-kind) sources for actual allowable project costs. These funds are to assist the SUBGRANTEE with completing the approved scope of work in accordance with the work schedule, milestones, and scope of work that was submitted to and approved by the Iowa Homeland Security and Emergency Management Division (HSEMD) and the Federal Emergency Management Agency (FEMA). Any changes to the approved scope and/or amount budgeted must be submitted to and approved by HSEMD prior to executing the changes. This includes all Change Orders. The SUBGRANTEE is required to obtain all necessary permits before construction begins.

AGREEMENTS

HSEMD will provide financial oversight and management in the role of GRANTEE based on the grant guidance, the grant financial guide and other State and federal guidelines. The GRANTEE will provide technical assistance and direction to the SUBGRANTEE on programmatic and financial requirements. The GRANTEE will provide all appropriate documents and forms and make payments to the SUBGRANTEE to complete the approved scope of work.

The GRANTEE is responsible for monitoring SUBGRANTEE activities to provide reasonable assurance that the SUBGRANTEE administers federal awards in compliance with federal and GRANTEE requirements. Responsibilities include the accounting of receipts and expenditures,

cash management, the maintaining of adequate financial records, and the refunding of expenditures that are not eligible and allowable.

Additionally, the SUBGRANTEE will be monitored periodically by the GRANTEE to ensure that the program goals, objectives, timelines, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based and on-site monitoring visits. Monitoring will involve the review and analysis of the financial, programmatic, and administrative issues relative to each program, and will identify areas where technical assistance and other support may be needed.

The SUBGRANTEE will pass appropriate resolutions to assure HSEMD that it is participating, and will continue to participate, in the National Flood Insurance Program, if mapped.

The SUBGRANTEE and the SUBGRANTEE's AUTHORIZED REPRESENTATIVE agree to provide all supervision, inspection, accounting, and other services necessary to complete the scope of work from inception to closeout with the requirements set forth below.

I. ACTIVITY COMPLETION TIMEFRAME

The approved activity completion timeframe for this grant is from XXX ***through XXX.*** All work must be completed prior to the activity completion timeframe ending. The SUBGRANTEE shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date of the activity completion timeframe.

If a time extension is needed it must be requested at least 90 days prior to the activity completion timeframe end date. All requests must be supported by adequate justification submitted to HSEMD in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended activity completion timeframe; and a description of performance measures necessary to complete the project. Without the justification, extension requests will not be processed.

II. AUTHORITIES AND REFERENCES.

The SUBGRANTEE shall comply with all applicable laws and regulations. A non-exclusive list of laws and regulations commonly applicable to FEMA grants follows hereto for reference only. The SUBGRANTEE is also bound by the XXX Guidance document.

- OMB Circular A-102 – Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments
- OMB Circular A-87 – Cost Principles for State and Local Governments
- OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations
- Section 203 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act), 42 U.S.C. 5133, as amended by Section 102 of the Disaster Mitigation Act of 2000 (DMA)

- Title 44 of the Code of Federal Regulations (CFR) – especially Part 13, Administrative Requirements and Part 80, Property Acquisition and Relocation for Open Space
- Title 31 CFR 205.6 Funding Techniques
- SUBGRANTEE's application that was received and approved by HSEMD and FEMA

III. GRANT MANAGEMENT SYSTEM

To ensure that federal funds are awarded and expended appropriately, the SUBGRANTEE will establish and maintain a grant management system. The standards for SUBGRANTEE organizations stem from the Office of Management and Budget's (OMB) Uniform Administrative Requirements and Cost Principles. State, local and tribal organizations must follow the uniform administrative requirements standards in OMB Circular A-102, and cost principle standards in OMB Circular A-87. These standards combined with the audit standards provided within OMB Circular A-133, plus the requirements of the federal Cash Management Improvement Act constitute the basis for all policies, processes and procedures set forth in this grant management system for the SUBGRANTEE.

The SUBGRANTEE's grant management system must:

- Include internal controls based on the American Institute for Certified Public Accountant's (AICPA) definitions and requirements in the government-wide administrative requirements and cost principles
- Include a chart of accounts that includes a separate cost center, fund, or accounting codes for each federal grant or program
- Be in compliance with the Cash Management Improvement Act (CMIA), good business processes and Generally Accepted Accounting Principles (GAAP)
- Include procedures to minimize federal cash on hand
- Include the ability to track expenditures on a cash or accrual basis
- Include the ability to track expenditures in both financial and program budgets
- Include procedures to document all grant-related expenditures, broken down by budget line items
- Include procedures to ensure expenditures are eligible and allowable
- Include the ability to fulfill government-required financial reporting forms

IV. PROCUREMENT

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

V. AUDIT

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

VI. PAYMENT REQUEST PROCESS

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

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

Payments shall be limited to the documented cash requirements submitted by the SUBGRANTEE. The SUBGRANTEE must submit a completed Payment Request Form and provide supporting documentation of eligible project costs to receive payment of funds.

- **Reimbursement** requests must include payment verification (i.e. paid invoices, receipts, payroll records with personnel activity reports, cancelled checks, general ledger print outs, etc.).
- **Advance** payment requests must include a detailed cost estimate (i.e. invoices, quotes, or other document). Payment verification documents (same documents required for a Reimbursement request) for the advance must be submitted to HSEMD within 30 days after the advance, and before future advances are made.

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

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

- Signed Grant Agreement
- Substitute W9/Vendor Update Form (if not already on file at HSEMD)

- Chart of Accounts verifying that unique revenue and expenditure accounts or cost centers or account codes have been established within the SUBGRANTEE'S cash management/accounting system for each separate grant program included in this agreement.

VII. Match Verification

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

Cash match can be money contributed to the subgrantee by the subgrantee, other public agencies and institutions, private organizations and individuals as long as it comes from a non-federal source. Cash spent must be for allowable costs in accordance with the SUBGRANTEE's approved scope of work and budget and must be applicable to the period to which the cost sharing or matching requirement applies. Documentation can be copies of the SUBGRANTEE's checks to the third parties and a copy of the SUBGRANTEE's general ledger for revenues and expenses clearly showing the federal and non-federal cash sources.

In-kind match must comply with the requirements of the 44 CFR, Section 13.24 (matching or cost sharing). The value of in-kind contributions is also applicable to the period to which the cost sharing or matching requirement applies. The in-kind match provided must be documented by the third party contributing the in-kind services. The in-kind match must be specifically stated in the SUBGRANTEE's scope of work and budget before in-kind match will be allowed to match any mitigation grant. Documentation can be a letter (on letterhead) from the third party stating the scope of their work, what is being contributed as it relates to the scope of work, the value, a statement to the effect that the value is normally charged, and a statement that the value is being waived on behalf of the subgrantee to meet the matching requirements to the subgrantee's mitigation grant.

If the local match is insufficient to satisfy the local match requirements for receiving all available federal funds, the awarded federal funds will be reduced accordingly so as not to exceed the maximum federal share allowed under this award.

VIII. REPORTING REQUIREMENTS

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

WAIVERS

No conditions or provisions of this AGREEMENT can be waived unless approved by HSEMD and the SUBGRANTEE, in writing. Unless otherwise stated in writing, HSEMD's failure to insist upon strict performance of any provision of this AGREEMENT, or to exercise any right based upon a breach, shall not constitute a waiver of any right or obligation specified under this AGREEMENT.

AMENDMENTS AND MODIFICATIONS

This AGREEMENT may be amended or modified in reference to the grant funds provided, administrative procedures, or any other necessary matter, but not to take effect until approved, in writing, by HSEMD and the SUBGRANTEE.

COMPLIANCE, TERMINATION AND OTHER REMEDIES

Unless otherwise stated in writing, HSEMD requires strict compliance by the SUBGRANTEE and its authorized representative(s) with the terms of this AGREEMENT, and the requirements of any applicable local, state and federal statute, rules, regulations; particularly those included in the Assurances in the Project Application which was submitted to FEMA by HSEMD.

HSEMD may suspend or terminate any obligation to provide funding or demand return of any unused grant funds, following notice from HSEMD, if the SUBGRANTEE fails to meet any obligations under this AGREEMENT or fails to make satisfactory progress toward administration or completion of said project.

The SUBGRANTEE understands and agrees that HSEMD may enforce the terms of this AGREEMENT by any combination, or all remedies available to HSEMD under this AGREEMENT, or under any other provision of law, common law, or equity.

INDEMNIFICATION

1. It is understood and agreed by HSEMD and the SUBGRANTEE and its agents that this AGREEMENT is solely for the benefit of the parties to this grant and gives no right to any other party. No joint venture or partnership is formed as a result of this AGREEMENT.

2. The SUBGRANTEE, on behalf of itself and its successors and assigns, agrees to protect, save, and hold harmless HSEMD and the State of Iowa, and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the negligent acts, errors, or omissions of the SUBGRANTEE or its authorized representative, its contractors, subcontractors, assigns, agents, licensees, arising out of or in connection with any acts or activities authorized by this AGREEMENT. The SUBGRANTEE's obligation to protect, save, and hold harmless as herein provided shall not extend to claims or causes of action for costs, damages, or expenses caused by or resulting from the negligent acts,

errors, or omissions of HSEMD, the State of Iowa, or any of their authorized agents or employees.

3. The SUBGRANTEE further agrees to defend HSEMD, the State of Iowa, and their authorized agents and employees against any claim or cause of action, or to pay reasonable attorney's fees incurred in the defense of any such claim or cause of action, as to which the SUBGRANTEE is required to protect, save, or hold harmless said parties pursuant to paragraph 2 of this part. The SUBGRANTEE's obligation to defend, or to pay attorney's fees for the defense of such claims or causes of action as herein provided, shall not extend to claims or causes of action for costs, damages, or expenses caused by or resulting from the negligent acts, errors, or omissions of HSEMD, the State of Iowa, or any of their authorized agents or employees.

ACKNOWLEDGMENTS

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

INDEPENDENT CONTRACTOR STATUS OF APPLICANT

The SUBGRANTEE, its officers, employees, agents and council members shall all perform their obligations under this AGREEMENT as an independent contractor and not in any manner as officers, employees or agents of HSEMD or the State of Iowa. All references herein to the SUBGRANTEE shall include its officers, employees, city council/board members, and agents. HSEMD shall not withhold on behalf of any such officer, employee, city council/board member, or agent, or pay on behalf of any such person, any payroll taxes, insurance, or deductions of any kind from the funds paid to the SUBGRANTEE for project mangement purposes.

GOVERNING LAW, VENUE AND SEVERABILITY

The laws of Iowa shall govern this AGREEMENT and venue for any legal action hereunder shall be in the Polk County District Court of Iowa. If any provision under this AGREEMENT or its application to any person or circumstances is held invalid by any court of rightful jurisdiction, said invalidity does not affect other provisions of this AGREEMENT which can be given effect without the invalid provision.

NOTICES

The SUBGRANTEE shall comply with all public notices or notices to individuals as required by applicable state and federal laws, rules, and regulations and shall maintain a record of such compliance.

RESPONSIBILITY FOR PROJECT

While HSEMD undertakes to provide technical assistance to the SUBGRANTEE and its authorized representative in the administration of the project, said project remains the sole responsibility of the applicant in accomplishing grant objectives and goals. HSEMD undertakes no responsibility to the SUBGRANTEE, or any third party, other than what is expressly set out in this AGREEMENT.

NOTICES AND COMMUNICATIONS BETWEEN HSEMD AND APPLICANT

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

XXX

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

David L. Miller
Administrator
Iowa Homeland Security & Emergency Management Division
7105 NW 70th Avenue
Camp Dodge Bld, W4
Johnston, Iowa 50131

ENTIRE GRANT AGREEMENT

This AGREEMENT sets forth the entire AGREEMENT between HSEMD and the SUBGRANTEE with respect to subject matter hereof. Commitments, warranties, representations and understandings or agreements not contained, or referred to, herein or amended thereto shall not be binding on either HSEMD or the SUBGRANTEE. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this AGREEMENT will be effective without written consent of both parties.

IN WITNESS WHEREOF, HSEMD and the SUBGRANTEE have executed this AGREEMENT by the signatures of authorized persons of both entities and on the dates indicated below:

Iowa Homeland Security and Emergency Management Division:	**City of XXX:**
_____	_____
David L. Miller, Administrator	, Mayor
_____	_____
Date	Date

_____
Signature of Authorized Representative (optional)

_____
Date