AWARD AGREEMENT

Between

THE FLOOD MITIGATION BOARD

And

CITY OF COUNCIL BLUFFS

AWARD TITLE: **Council Bluffs - Property Acquisition**

AWARD AGREEMENT NO: 2019-FRF- 0009

DUNS NUMBER: 051955433

AWARD DATE: 2/14/2020

PERFORMANCE PERIOD START DATE: 2/14/2020

PERFORMANCE PERIOD END DATE: 4/30/2023

FUNDS OBLIGATED AMOUNT: $342,540.00

I. SCOPE OF WORK

This Award Agreement (AGREEMENT) is to provide City of Council Bluffs (RECIPIENT) with financial assistance from the Flood Recovery Fund in accordance with Iowa Code Chapter 418.16 to the maximum amount of **$342,540.00.**

These funds are to assist the RECIPIENT with completing the approved scope of work in accordance with the work schedule, milestones, and application that were submitted to the Iowa Department of Homeland Security and Emergency Management (HSEMD) and approved by the Flood Mitigation Board (FMB). Any changes to the approved scope and / or budget must be submitted to HSEMD and approved by the FMB prior to executing the changes. This includes all Change Orders. The RECIPIENT is required to obtain all necessary permits before any construction begins.

These funds are intended to assist the RECIPIENT begin its immediate work to recover from the March 2019 disaster event. Financial assistance received from other federal or state resources for the same work will reduce this award and the duplicated amount is required to be returned to the FMB.

If these funds are used to meet the RECIPIENT's non-federal, local match requirement to a federal award, all requirements of this AGREEMENT are still in effect. Changes to the federal award may result in changes to this award.

II. AGREEMENTS

HSEMD will provide financial oversight and management as the awarding agency based on grant guidance in 2 CFR Part 200, Flood Recovery Fund Administrative Rules, and other state and federal guidelines that are applicable to this award. HSEMD will provide technical assistance and direction to the RECIPIENT on programmatic and financial requirements. HSEMD will provide all appropriate documents and forms and make payments to the RECIPIENT to complete the approved scope of work.

HSEMD is responsible for monitoring the RECIPIENT's activities to provide reasonable assurance that the RECIPIENT administers this award in compliance with state and HSEMD requirements. Responsibilities include reviewing the RECIPIENT's records that support receipts and expenditures, financial records are maintained and adequate for audit, proper cash management, and expenditures are eligible and allowable. A pre-award risk assessment is completed for each recipient to assist HSEMD in determining the minimum level of monitoring that will be needed throughout the life of this award.

Additionally, the RECIPIENT will be monitored periodically by HSEMD to ensure 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 records relative to each program, and will identify areas where technical assistance and other support may be needed.

The RECIPIENT will allow HSEMD and auditors to access any necessary records and financial information as indicated in 2 CFR, Part 200, Subpart D, Section 200.336 and Section 200.337.

The RECIPIENT 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 RECIPIENT must disclose in writing any potential conflicts of interest to HSEMD in accordance with 2 CFR, Part 200, Subpart D, Section 200.112.

The RECIPIENT must disclose in writing to HSEMD all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in any of the remedies described in 2 CFR, Part 200, Subpart D, Section 200.338, Remedies for noncompliance, including suspension or debarment. (See also 2 CFR, Part 180 and 31 U.S.C. 3321.)

The RECIPIENT and the RECIPIENT'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.

III. PERIOD OF PERFORMANCE

The approved Period of Performance for this award is from **2/14/2020** ***through*** **4/30/2023.** All work must be completed prior to the end of the Period of Performance. HSEMD will not reimburse the RECIPIENT for costs that are obligated or incurred outside of the Period of Performance.

If a time extension is needed, one must be requested at least 90 days prior to the end of the Period of Performance. All requests must be supported by adequate justification and submitted to HSEMD in writing in order to be processed. The justification must include a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended performance period; milestones that are unmet; and a description of performance measures necessary to complete this award.

IV. AUTHORITIES AND REFERENCES

The RECIPIENT shall comply with all applicable laws and regulations. A non-exclusive list of laws and regulations follow hereto for reference only.

- Iowa Code, Chapter 418.16, Flood Recovery Fund
- Iowa Senate File 638, Division V Flood Recovery, as amended
- 2 CFR, Part 200 - **http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl**
- RECIPIENT's application that was received by HSEMD and approved by the Flood Mitigation Board

V. GRANT MANAGEMENT SYSTEM

To ensure funds are awarded and expended appropriately, the RECIPIENT will establish and maintain a grant management system as outlined in 2 CFR, Part 200, Subpart D, Section 200.302 and internal controls as outlined in Section 200.303. The standards for recipient organizations stem from the Office of Management and Budget's (OMB) uniform administrative requirements and the cost principles in 2 CFR, Part 200. State, local and tribal organizations must follow the uniform administrative requirements standards in 2 CFR, Part 200. These standards combined with the audit standards provided within 2 CFR, Part 200, Subpart F plus the requirements of Generally Accepted Accounting Principles constitute the basis for all policies, processes and procedures set forth in this grant management system for the RECIPIENT.

The RECIPIENT's grant management system must include:

- internal controls based on the American Institute for Certified Public Accountants (AICPA) definitions and requirements in the government-wide administrative requirements and cost principles
- a chart of accounts that includes a separate cost center, fund, or accounting codes for each federal grant, program, or funding source

- procedures to minimize cash on hand in compliance with the Cash Management Improvement Act (CMIA) and good business processes
- the ability to track expenditures on a cash or accrual basis
- the ability to track expenditures in both financial and program budgets
- procedures to document all grant-related expenditures, broken down by budget line items
- procedures to ensure expenditures are eligible and allowable
- the ability to fulfill government-required financial reporting forms

VI. PROCUREMENT

This AGREEMENT requires that all procurement is executed by the RECIPIENT within the guidelines of 2 CFR, Part 200 Subpart D, Section 200.318 through Section 200.326 including Appendix II. Procurement standards must be in accordance with the written adopted procedures of the RECIPIENT, provided that the local procurement standards conform to applicable State and Federal law and the standards identified in 2 CFR, Part 200. The RECIPIENT must maintain written standards of conduct covering conflicts of interest as outlined in 2 CFR, Part 200 Subpart D, Section 200.318. The RECIPIENT will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. **The RECIPIENT must submit copies of its own written procurement guidelines, written conflict of interest guidelines, bid documents and contract documents to HSEMD prior to awarding or executing contracts. No contract will be accepted without HSEMD's prior review.**

VII. AUDIT

The RECIPIENT must comply with the requirements of the Single Audit Act Amendments of 1996 and 2 CFR, Part 200, Subpart F.

VIII. PAYMENT REQUEST PROCESS

The RECIPIENT may submit a payment request up to 30 days prior to an anticipated expenditure or disbursement. The RECIPIENT must be able to account for the receipt, obligation, and expenditure of funds.

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

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

- **Reimbursement** requests must also include payment verification (i.e. paid invoices, receipts, payroll records with personnel activity reports, cancelled checks, general ledger

print outs, etc.). HSEMD reserves the right to request that the RECIPIENT submit additional expenditure documentation upon request.

- **Advance** payment requests must include the detailed costs that the RECIPIENT is obligated to pay (i.e. invoices, executed contracts, accepted quotes, or other documents). 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. If the RECIPIENT is unable to demonstrate; the willingness to maintain written procedures that minimize the time elapsing between the transfer of funds and disbursement by HSEMD; a financial management system that meets the standards for fund control and accountability as established in 2 CFR, Part 200; or is considered a High Risk RECIPIENT; then reimbursement requests will be required.

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

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

- Pre-Award Risk Assessment (attached to this AGREEMENT)
- Signed Award Agreement
- Substitute W9/Vendor Update Form (if not already on file at HSEMD)
- Chart of Accounts verifying that unique revenue and expenditure accounts, cost centers or account codes have been established within the RECIPIENT's cash management/accounting system for each program included in this AGREEMENT
- Floodplain development permit (if applicable)
- Procurement documents: written procurement and conflict of interest documents, method of procurement, bid specifications reviewed by HSEMD, copy of approved and executed contracts between the RECIPIENT and contractor
- Signed certification from the RECIPIENT's authorized representative for the payment request as outlined in 2 CFR, Part 200, Subpart D, Section 200.415

IX. REPORTING REQUIREMENTS

The Flood Mitigation Board requires monthly reports through June 30, 2020, with reports twice a year thereafter until the award is closed. Monthly reports shall be due on March 6, April 6, May 6, and June 6, 2020. Reports will include the current status of the award; the total expenditures and types of expenditures that have been made related to the award; the amount of total cost remaining as of the date the report is submitted. Recipients are required to complete the progress report forms that are provided by HSEMD and submit them by the due dates stated by HSEMD.

Upon completion of the scope of work, the RECIPIENT must submit the final as-builts for engineered projects to include the Geographic Information Systems (GIS) data -- project location and extent in a spatial data format (.shp, .gdb, .kml or .geojson).

X. CLOSE OUT

The RECIPIENT must prepare and submit by the end of the Period of Performance, and/or within 60 days of the completion of the approved scope of work, whichever comes first, all required financial, performance and other reports as outlined in 2 CFR, Part 200 Subpart D, Section 200.343 and Section 200.344. The RECIPIENT must liquidate all obligations incurred under the award by the end of the Period of Performance. The RECIPIENT must dispose of property purchased with award funds and dispose of or return government-furnished property no longer being used for award related activities. All accounts must be settled, including reimbursements for any remaining allowable costs and refunds to HSEMD of any unobligated cash that was advanced.

XI. RECORD RETENTION

The RECIPIENT must retain records pertinent to the award for three years after the date of the final expenditure report is submitted as outlined in 2 CFR Part 200, Subpart D, Section 200.333.

XII. WAIVERS

No conditions or provisions of this AGREEMENT can be waived unless approved by the FMB and the RECIPIENT, 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.

XIII. AMENDMENTS AND MODIFICATIONS

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

XIV. COMPLIANCE, TERMINATION AND OTHER REMEDIES

Unless otherwise stated in writing, HSEMD requires strict compliance by the RECIPIENT and its authorized representative(s) with the terms of this AGREEMENT, and the requirements of any applicable local, state and federal statute, rules, and regulations.

The FMB may suspend or terminate any obligation to provide funding or demand return of any unused funds, following notice from HSEMD, if the RECIPIENT fails to meet any obligations under this AGREEMENT or fails to make satisfactory progress toward administration or completion of said award. The RECIPIENT is responsible for repayment of funds as a result of subsequent refunds, corrections, overpayments, or disallowed costs for ineligible expenditures.

The RECIPIENT 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.

XV. INDEMNIFICATION

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

The RECIPIENT, on behalf of itself and its successors and assigns, agrees to protect, save, and hold harmless HSEMD, the FMB, 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 RECIPIENT 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 RECIPIENT'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.

The RECIPIENT further agrees to defend HSEMD, the FMB, 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 RECIPIENT is required to protect, save, or hold harmless said parties pursuant to paragraph 2 of this part. The RECIPIENT'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 FMB, the State of Iowa, or any of their authorized agents or employees.

XVI. ACKNOWLEDGMENTS

The RECIPIENT shall include, in any public or private release of information regarding the activities supported by this award, language that acknowledges the funding contribution by HSEMD and the FMB.

XVII. INDEPENDENT CONTRACTOR STATUS OF APPLICANT

The RECIPIENT, 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, the FMB, or the State of Iowa. All references herein to the RECIPIENT 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 RECIPIENT for administrative purposes.

XVIII. 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.

XIX. NOTICES

The RECIPIENT 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.

XX. RESPONSIBILITY FOR AWARD

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

XXI. NOTICES AND COMMUNICATIONS BETWEEN HSEMD AND RECIPIENT

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

Courtney Harter, Housing & Economic Development Manager
City of Council Bluffs
209 Pearl Street
Council Bluffs, IA 51503

Or the Alternate Point of Contact,

Matthew Walsh, Mayor
City of Council Bluffs
209 Pearl Street
Council Bluffs, IA 51503

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

Aimee Bartlett
Attention: Mitigation Bureau
Iowa Department of Homeland Security & Emergency Management
7900 Hickman Road, Suite 500
Windsor Heights, IA 50324

XXII. ENTIRE AWARD AGREEMENT

This AGREEMENT sets forth the entire AGREEMENT between the FMB and the RECIPIENT 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 the FMB or the RECIPIENT. 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, the FMB and the RECIPIENT have executed this AGREEMENT by the signatures of authorized persons of both entities and on the dates indicated below:

Flood Mitigation Board:

V. Joyce Flinn
Board Chair

Date

City of Council Bluffs:

Matthew Walsh
Mayor

Date

RECIPIENT'S Authorized Representative (optional):

Courtney Harter
Housing & Economic Development Manager

Date

Attachments:

Exhibit A: Approved Scope of Work
Exhibit B: Approved Budget
Exhibit C: Permit Requirements
Exhibit D: Copy of Pre-Award Risk Assessment

EXHIBIT A

City of Council Bluffs

Council Bluffs - Property Acquisition

APPROVED SCOPE OF WORK

(Attached)

Iowa Flood Mitigation Program (FMP)
Flood Recovery Project Application

I. Applicant Information

A. Applicant/Community Name	B. Address		City, State, Zip Code
City of Council Bluffs	209 Pearl Street		Council Bluffs, Iowa 51503

C. Point of Contact (POC) Name for Project	POC Title	POC Agency	POC Email
Courtney Harter	Housing & Economic Dev. Manager	City of Council Bluffs	charter@councilbluffs-ia.gov

POC PO Box and Zip Code	POC Street Address	POC City, State, Zip Code	POC Phone
	209 Pearl Street	Council Bluffs, Iowa 51503	712-890-5354

Alternate POC Name or Authorized Representative	Alt POC Title	Alt POC Agency		Alternate POC Email
Matthew Walsh	Mayor	City of Council Bluffs		mwalsh@councilbluffs-ia.gov

Alt POC PO Box and Zip Code	Alt POC Street Address	Alt POC City, State, Zip Code	Alt POC Phone
	209 Pearl Street	Council Bluffs, Iowa 51503	712-890-5269

D. Federal Tax ID # / FEIN	E. County Name	F. US Congressional District(s)	State Legislative Districts	
			Senate	House
42-600-4428	Pottawattamie	3	8	16

G. Is the Applicant/Community participating in the National Flood Insurance Program (NFIP)?	Community's CID Number
Yes	190235#

II. Project Cost Information

A. Identify the requested funding source: **Permanent Work**

B. Project Budget Summary

Flood Buyout Program (68 properties)	$ 9,847,880.00
Total Project Budget Summary	**$ 9,847,880.00**

C. Project Funding Source

Identify all anticipated funding sources for the project and the amounts.

State that you have applied for and/or received approved federal, state and/or local financial assistance.

Please insert additional rows as needed.

Identify source	Applied/ Received	Federal $	State $	Local $	TOTAL
State Flood Recovery Fund	Applied	$ -	$ 9,847,880.00		$ 9,847,880.00
			$ -		$ -
				$ -	$ -
		$ -			$ -
			$ -		$ -
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Total Project Funding Source		$ -	$ 9,847,880.00	$ -	$ 9,847,880.00

III. Project Plan Summary

A. Provide a brief description of the project and how the project supported flood response or will support future flood recovery and flood mitigation activities. This is a summary of Tab B - Project Plan.

The City of Council Bluffs requests assistance through the State Flood Recovery Fund to complete a flood buyout program for properties impacted by continued flooding and flood threat from the Missouri River. The City requests $9,847,880 to create a buffer along the levee system with the possibility of developing additional stormwater detention. The proposed buyout program within identified priority areas will improve resiliency for the City of Council Bluffs and its residents that are provided flood risk reduction by the levee system.

B. Provide a brief description of the financial assistance need through the Flood Recovery Fund.

The City requests 100% funding assistance from the Flood Recovery Fund due to the location of proposed buyout program on the "dry side" of the levee. The City is eligible for neither FEMA nor Community Development Block Grant (CDBG) funds. This limits the available funding sources despite a great need in the community based on repeated and continual flood pressure. Funds will be used to buyout 68 properties located within three priority areas.

C. Explain how financial assistance through the Flood Recovery Fund is essential to meet the necessary expenses or serious needs of the applicant related to flood response, flood recovery, and flood mitigation.

Because the City is not eligible for FEMA or CDBG funding at this time, the State Flood Recovery Fund is the only available resource for the City of Council Bluffs to create a buyout program. In order to ensure the best use of funding, the City analyzed the list of interested households in the buyout program and identified four areas of significance. These property owners are primarily west of I-29, which can be attributed to the continuous impact of groundwater infiltration into basements, flooded streets from flash rain events, and reduced property values from the repeated flood events. After the initial interest, the City narrowed the list further to three priorities that will not only remove housing units from flood-prone areas, but also create benefit for the City of Council Bluffs levee system and allow for the possibility of a future stormwater detention system. This will benefit the City's long-term goals for flood sustainability and mitigation and continued resiliency.

D. Provide details of any additional funds that can be applied to the project.

At this time, the City of Council Bluffs is not eligible for FEMA or CDBG assistance.

E . Description of Project Location (i.e. Latitude and Longitude (minimum 6 digits after the decimal), Neighborhood, Subdivision, Geographic Boundaries, Driving Directions, etc.)

The City has three priority areas in the West End neighborhood identified for the proposed buyout program:

Priority 1A: properties that sustained structural damage relating to flooding
4024 Avenue D (41.265650/-95.913470); 4046 Avenue D (41.265630/-95.14240); 735 Benson St (41.269820/-95.909160)
Priority 1: Area southwest of the I-29/I-480 interchange generally bounded by South 37th Street to South 38th Street from 2nd Avenue to 4th Avenue)
Priority 2: Area bounded by 41st Street to the Missouri River levee and from Avenue B to Avenue G

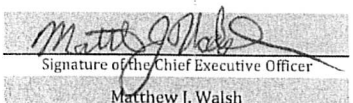
IV. Work Schedule

A. List the major milestones for this project.

Task	Months/Years from Award			Responsible Party
	Start	Complete		
Award		April 2020		
Hire Flood Consulting Firm	May 2020	June 2020		City Staff
Public Meeting	June 2020	June 2020		City Staff and Consulting Firm
Appraisals	July 2020	December 2021		Consulting Firm
Property Closings	September 2020	October 2022		City Staff and Consulting Firm
Demolition	October 2020	December 2022		City Staff and Consulting Firm
Final Closeout	January 2023	April 2023		City Staff and Consulting Firm
Total Project Duration:	36			

V. Certifications

To the best of my knowledge and belief, I certify that all data in this application packet is complete, true and correct. The governing body of the applicant has duly authorized this document and hereby applies for assistance as documented in this application. The applicant understands that the project shall not proceed until Flood Mitigation Board approval is granted.



Signature of the Chief Executive Officer

Matthew J. Walsh

Name of the Chief Executive Officer

Mayor

Title

City of Council Bluffs

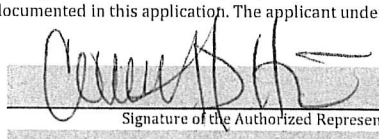
Organization

February 5, 2020

Date

712-890-5269

Phone Number



Signature of the Authorized Representative

Courtney D. Harter

Name of Authorized Representative

Housing & Economic Development Manager

Title

City of Council Bluffs

Organization

February 5, 2020

Date

209 Pearl Street

PO Box / Street Address

Council Bluffs, Iowa 51503

City, State and Zip Code

712-890-5354

Phone Number

charter@councilbluffs-ia.gov

Email Address

EXHIBIT B

City of Council Bluffs

Council Bluffs - Property Acquisition

APPROVED BUDGET

The awarded funds must be used for the approved Scope of Work as identified in Exhibit A in accordance with this Approved Budget.

Cost Category	Amount
Flood Buyout Program	$ 342,540.00
TOTAL AWARD	**$ 342,540.00**

EXHIBIT C

PERMIT REQUIRMENTS

The RECIPIENT must consult with applicable Federal, State and Local agencies regarding permits required to complete construction or other relevant activities related to the award and the approved scope of work. HSEMD may require the RECIPIENT to provide documentation confirming consultation with applicable agencies to determine permit requirements.

Recommended agencies include, but are not limited to:

- U. S. Army Corps of Engineers
- U.S. Fish and Wildlife Service
- Environmental Protection Agency
- Federal Highway Administration
- Federal Railroad Administration
- Iowa Department of Transportation
- Iowa Department of Natural Resources
- Local City or County Administration

EXHIBIT D

City of Council Bluffs

COPY OF PRE-AWARD RISK ASSESSMENT

(Attached)

Recovery Division
Grant Pre-Award Risk Assessment

Applicant Information

Applicant: City of Council Bluffs

Applicant EIN: 42-6004428

Applicant DUNS: 051955433

Applicant Authorized Representative[1]: Courtney Harter

Applicant Authorized Representative Phone: 712-890-5354

Applicant Authorized Representative Email: charter@councilbluffs-ia.org

Assessment Completed by: Christine Burkett

Assessment Date: 02/26/2020

Total Risk Assessment Score: 13 of 15. ***Risk Level**:* Low (11-15)

Financial Stability points 2 of 2.

Mark all applicable items.

- ☐ Turnover in key staff in the past 12 months (i.e. city clerk, financial manager, superintendent, etc.) *(-1 point)*
- ☐ Special investigations performed by the Iowa State Auditor in the past five (5) years. *(-1 point)*
- ☑ For each Federal award, the applicant's accounting system has the ability to: *(**1** point)*
  - ☑ Track revenues and expenditures separately from other expenditure and revenue sources. (including applicant matching funds) (i.e. separate accounts/work orders for each approved project)[2] *Attach chart of accounts/work order listing with particular accounts/work orders noted.*
  - ☑ Tie revenues and expenditures to approved grant budget(s) and scope(s) of work.
- ☑ Procedures for the segregation of duties[3] *Attach associated procedures. (**1** point)*

Quality Management Systems points 6 of 6.

Mark all applicable items.

- ☑ Procurement Policies. *Attach procurement policies (**1** point)*

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[1] 2 CFR §200.415 requires that fiscal reports (including grant agreements, payment requests, etc.) be "signed by an official who is authorized to legally bind the non-Federal entity".

[2] 2 CFR §200.302(3) requires that records must adequately identify the source and use of federally-funded activities.

[3] Required per 2 CFR §200.303; Segregation of Duties is outlined in GAO-14-704G Federal Internal Control Standards 10.12-14

- [x] Includes documentation to ensure that contractor/vendor is not suspended or disbarred from federally-funded projects.[4] *(**1** point)*
- [x] Includes procedure to document affirmative solicitation of small and minority businesses, and women's business enterprises.[5] *(**1** point)*
- [x] Includes Contract Provisions for Non-Federal Entity Contracts Under Federal Awards[6] *(**1** point)*
- [x] Conflict of Interest Policies.[7] *Attach associated policies. (**1** point)*
- [x] Procedures for accounting for the entirety of employee time by individual Federal award and other non-Federally funded work (Personnel Activity Reports or similar). *Attach employee time keeping procedures and examples of associated documentation.(**1** point)*

Performance History points 5 of 5

- [ ] New applicant *(-1 point)*
- [ ] Applicant has an outstanding balance with HSEMD *(-1 point)*
- [x] Applicant is not suspended or disbarred from federal awards.[4] *(**1** point)*

Prior Grant Awards (list only previous 4 programs)

*(**1** point for each grant in which all projects are completed and closed on or under budget)*

CFDA #	# of Projects	Total $ Obligated	Total $ Expended	# Projects Completed and Closed	# of Quarterly Reports Completed	# of issues identified
97.036/4181	7	$ 811,588.75	$ 811,588.75	7	5	0
97.039/1998	1	$ 653,972.06	$ 653,972.06	1	12	0
97.039/1930	1	$ 1,598,994.23	$ 1,598,994.23	1	11	0
97.036/1998	94	$ 15,707,172.70	$ 13,289,079.19	94.00	9	0

Prior Grant Monitoring Actions by HSEMD (list only 5 most recent)

(-1 point for each identified issue).

Desk Review or Site Visit	Date	CFDA #	# of Projects Monitored	# of Issues Identified
Select One				0
Select One				
Select One				
Select One				
Select One				

[4] Must include documentation of check of contractor/vendor on Excluded Parties List System (EPLS) (https://www.sam.gov) (2 CFR §200.212)
[5] 2 CFR § 200.321; Listing available at https://www.sam.gov
[6] 2 CFR §200 Appendix II
[7] 2 CFR 200.112

Prior Audit Findings points (1)

Review two (2) most recent audits of Federal Awards, and document findings on Federal awards.[8]
(-1 point for each audit finding on a Federal award.)

Fiscal Year Audited	CFDA #	Auditor Opinion (Qualified, Unqualified, Disclaimer, or Adverse)	Finding Type(s) (Internal Control, Material Weakness, Significant Deficiency)	# of Findings	# of Findings Resolved
2018	14.218	Unqualified	Internal Control	1	1
2017	14.228	Unqualified	Select One	0	0
		Select One	Select One		
		Select One	Select One		
		Select One	Select One		

Statutory and Regulatory Requirement Implementation points 1 of 2.

Mark all applicable items

- ☒ Procedures for reporting all violations of Federal criminal law involving fraud, bribery, or gratuity violations possibly affecting Federal awards.[9] *Attach associated policies (**1** point)*
- ☐ Policies and procedures to safeguard personally identifiable information (i.e. Social Security numbers, dates of birth, medical information, etc.)[10] *Attach associated policies (**1** point)*

**Risk Level:*

(Note: Attachments must be included in order for the point to be awarded

Points	Level	Actions
<0-5	High	Site Monitoring Visit or Desk Review, regular site visit and administrative reviews by HSEMD staff.
6-10	Medium	Desk Review upon closeout of projects as needed; continued quarterly progress report monitoring and project closeout monitoring.
11-15	Low	Continued quarterly progress report monitoring and project closeout monitoring.

[8] Audit information is available at: https://harvester.census.gov/idds2013/FY2013.aspx or http://auditor.iowa.gov/reports/search.php
[9] 2 CFR §200.113 requires that all non-Federal entities and applicants for a Federal award must disclose in a timely manner and in writing to the Federal awarding agency or pass-through entity any violations that may affect the Federal award.
[10] 2 CFR §200.303