

resulting from arbitration proceedings carried out under this section, upon objection by FEMA or the Company, shall be inadmissible as evidence in any subsequent proceedings in any court of competent jurisdiction.

This Article shall indefinitely succeed the term of this Arrangement.

#### Article VIII. Errors and Omissions

A. In the event of negligence by the Company that has not resulted in litigation but has resulted in a claim against the Company, FEMA will not consider reimbursement of the Company for costs incurred due to that negligence unless the Company takes all reasonable actions to rectify the negligence and to mitigate any such costs as soon as possible after discovery of the negligence. The Company may choose not to seek reimbursement from FEMA.

B. If the Company has made a claim payment to an insured without including a mortgagee (or trustee) of which the Company had actual notice prior to making payment, and subsequently determines that the mortgagee (or trustee) is also entitled to any part of said claim payment, any additional payment may not be paid by the Company from any portion of the premium and any funds derived from any Federal letter of credit deposited in the bank account described in Article III.E.1. In addition, the Company agrees to hold the Federal Government harmless against any claim asserted against the Federal Government by any such mortgagee (or trustee), as described in the preceding sentence, by reason of any claim payment made to any insured under the circumstances described above.

#### Article IX. Officials Not To Benefit

No Member or Delegate to Congress, or Resident Commissioner, may be admitted to any share or part of this Arrangement, or to any benefit that may arise therefrom; but this provision may not be construed to extend to this Arrangement if made with a corporation for its general benefit.

#### Article X. Offset

At the settlement of accounts, the Company and FEMA have, and may exercise, the right to offset any balance or balances, whether on account of premiums, commissions, losses, loss adjustment expenses, salvage, or otherwise due one party to the other, its successors or assigns, hereunder or under any other Arrangements heretofore or hereafter entered into between the Company and FEMA. This right of offset shall not be affected or

diminished because of insolvency of the Company.

All debts or credits of the same class, whether liquidated or unliquidated, in favor of or against either party to this Arrangement on the date of entry, or any order of conservation, receivership, or liquidation, shall be deemed to be mutual debts and credits and shall be offset with the balance only to be allowed or paid. No offset shall be allowed where a conservator, receiver, or liquidator has been appointed and where an obligation was purchased by or transferred to a party hereunder to be used as an offset.

Although a claim on the part of either party against the other may be unliquidated or undetermined in amount on the date of the entry of the order, such claim will be regarded as being in existence as of the date of such order and any credits or claims of the same class then in existence and held by the other party may be offset against it.

#### Article XI. Equal Opportunity

The Company shall not discriminate against any applicant for insurance because of race, color, religion, sex, age, handicap, marital status, or national origin.

#### Article XII. Access to Books and Records

A. FEMA, the Department of Homeland Security, and the Comptroller General of the United States, or their duly authorized representatives, for the purpose of investigation, audit, and examination shall have access to any books, documents, papers and records of the Company that are pertinent to this Arrangement. The Company shall keep records that fully disclose all matters pertinent to this Arrangement, including premiums and claims paid or payable under policies issued pursuant to this Arrangement. Records of accounts and records relating to financial assistance shall be retained and available for three (3) years after final settlement of accounts, and to financial assistance, three (3) years after final adjustment of such claims. FEMA shall have access to policyholder and claim records at all times for purposes of the review, defense, examination, adjustment, or investigation of any claim under a flood insurance policy subject to this Arrangement.

FEMA, to the extent permitted by law and regulation, will safeguard and treat information submitted or made available by the Company pursuant to this Arrangement as confidential where the information has been marked "confidential" by the Company and the

Company customarily keeps such information private or closely-held. To the extent permitted by law and regulation, FEMA will not release such information to the public pursuant to a Freedom of Information Act (FOIA) request, 5 U.S.C. 552, without prior notification to the Company. FEMA may transfer documents provided by the Company to any department or agency within the Executive Branch or to either house of Congress if the information relates to matters within the organization's jurisdiction. FEMA may also release the information submitted pursuant to a judicial order from a court of competent jurisdiction.

#### Article XIII. Compliance With Act and Regulations

This Arrangement and all policies of insurance issued pursuant thereto are subject to Federal law and regulations.

#### Article XIV. Relationship Between the Parties and the Insured

Inasmuch as the Federal Government is a guarantor hereunder, the primary relationship between the Company and the Federal Government is one of a fiduciary nature, that is, to assure that any taxpayer funds are accounted for and appropriately expended. The Company is a fiscal agent of the Federal Government, but is not a general agent of the Federal Government. The Company is solely responsible for its obligations to its insured under any policy issued pursuant hereto, such that the Federal Government is not a proper party to any lawsuit arising out of such policies.

**Authority:** 42 U.S.C. 4071, 4081; 44 CFR 62.23.

**David I. Maurstad,**

*Deputy Associate Administrator for Insurance and Mitigation, Federal Emergency Management Agency.*

[FR Doc. 2020-06394 Filed 3-26-20; 8:45 am]

**BILLING CODE 9111-52-P**

## DEPARTMENT OF HOMELAND SECURITY

### Federal Emergency Management Agency

[Docket ID FEMA-2020-0002]

### Final Flood Hazard Determinations

**AGENCY:** Federal Emergency Management Agency, DHS.

**ACTION:** Notice.

**SUMMARY:** Flood hazard determinations, which may include additions or modifications of Base Flood Elevations (BFEs), base flood depths, Special Flood

Hazard Area (SFHA) boundaries or zone designations, or regulatory floodways on the Flood Insurance Rate Maps (FIRMs) and where applicable, in the supporting Flood Insurance Study (FIS) reports have been made final for the communities listed in the table below.

The FIRM and FIS report are the basis of the floodplain management measures that a community is required either to adopt or to show evidence of having in effect in order to qualify or remain qualified for participation in the Federal Emergency Management Agency's (FEMA's) National Flood Insurance Program (NFIP). In addition, the FIRM and FIS report are used by insurance agents and others to calculate appropriate flood insurance premium rates for buildings and the contents of those buildings.

**DATES:** The date of July 22, 2020 has been established for the FIRM and, where applicable, the supporting FIS report showing the new or modified flood hazard information for each community.

**ADDRESSES:** The FIRM, and if applicable, the FIS report containing the

final flood hazard information for each community is available for inspection at the respective Community Map Repository address listed in the tables below and will be available online through the FEMA Map Service Center at <https://msc.fema.gov> by the date indicated above.

**FOR FURTHER INFORMATION CONTACT:** Rick Sacbibit, Chief, Engineering Services Branch, Federal Insurance and Mitigation Administration, FEMA, 400 C Street SW, Washington, DC 20472, (202) 646-7659, or (email) [patrick.sacbibit@fema.dhs.gov](mailto:patrick.sacbibit@fema.dhs.gov); or visit the FEMA Map Information eXchange (FMIX) online at [https://www.floodmaps.fema.gov/fhm/fmx\\_main.html](https://www.floodmaps.fema.gov/fhm/fmx_main.html).

**SUPPLEMENTARY INFORMATION:** The Federal Emergency Management Agency (FEMA) makes the final determinations listed below for the new or modified flood hazard information for each community listed. Notification of these changes has been published in newspapers of local circulation and 90 days have elapsed since that publication. The Deputy Associate

Administrator for Insurance and Mitigation has resolved any appeals resulting from this notification.

This final notice is issued in accordance with section 110 of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4104, and 44 CFR part 67. FEMA has developed criteria for floodplain management in floodprone areas in accordance with 44 CFR part 60.

Interested lessees and owners of real property are encouraged to review the new or revised FIRM and FIS report available at the address cited below for each community or online through the FEMA Map Service Center at <https://msc.fema.gov>.

The flood hazard determinations are made final in the watersheds and/or communities listed in the table below.

(Catalog of Federal Domestic Assistance No. 97.022, "Flood Insurance.")

**Michael M. Grimm,**  
Assistant Administrator for Risk  
Management, Department of Homeland  
Security, Federal Emergency Management  
Agency.

Community	Community map repository address
<b>Clayton County, Iowa and Incorporated Areas</b> <b>Docket No.: FEMA-B-1910</b>	
City of Clayton .....	City Hall, 302 Main Street, Clayton, IA 52049.
City of Edgewood .....	City Hall, 203 West Union Street, Edgewood, IA 52042.
City of Elkader .....	City Hall, 207 North Main Street, Elkader, IA 52043.
City of Elkport .....	City Hall, 453 Linn Street, Elkport, IA 52044.
City of Farmersburg .....	City Hall, 208 South Main Street, Farmersburg, IA 52047.
City of Garber .....	City Hall, 604 Hill Street, Garber, IA 52048.
City of Garnavillo .....	City Hall, 104 North Main Street, Garnavillo, IA 52049.
City of Guttenberg .....	City Hall, 502 South 1st Street, Guttenberg, IA 52052.
City of Luana .....	City Hall, 304 Main Street, Luana, IA 52156.
City of Marquette .....	City Hall, 102 North Street, Marquette, IA 52158.
City of McGregor .....	City Hall, 416 Main Street, McGregor, IA 52157.
City of Monona .....	City Hall, 104 East Center Street, Monona, IA 52159.
City of North Buena Vista .....	City Hall, 502 Walnut Street, North Buena Vista, IA 52066.
City of Osterdock .....	Osterdock City Hall, 3181 Lynx Avenue, Colesburg, IA 52035.
City of St. Olaf .....	City Hall, 109 South Main Street, St. Olaf, IA 52072.
City of Strawberry Point .....	City Hall, 111 Commercial Street, Strawberry Point, IA 52076.
City of Volga .....	City Hall, 505 Washington Street, Volga, IA 52077.
Unincorporated Areas of Clayton County .....	Clayton County Courthouse, 111 High Street Northeast, Elkader, IA 52043.
<b>Clinton County, Iowa and Incorporated Areas</b> <b>Docket No.: FEMA-B-1911</b>	
City of Andover .....	Clinton County Satellite Offices, 226 11th Street, DeWitt, IA 52742.
City of Calamus .....	Clinton County Satellite Offices, 226 11th Street, DeWitt, IA 52742.
City of Camanche .....	City Hall, 818 7th Avenue, Camanche, IA 52730.
City of Charlotte .....	City Hall, 102 Charles Street, Charlotte, IA 52731.
City of Clinton .....	City Hall, 611 South 3rd Street, Clinton, IA 52732.
City of DeWitt .....	City Hall, 510 9th Street, DeWitt, IA 52742.
City of Goose Lake .....	City Hall, 1 School Lane, Goose Lake, IA 52750.
City of Grand Mound .....	City Hall, 615 Sunnyside Street, Grand Mound, IA 52751.
City of Lost Nation .....	City Hall, 410 Main Street, Lost Nation, IA 52254.
City of Low Moor .....	City Hall, 323 3rd Avenue, Low Moor, IA 52757.
City of Toronto .....	City Hall, 300 Mill Street, Toronto, IA 52777.
City of Welton .....	Clinton County Satellite Offices, 226 11th Street, DeWitt, IA 52742.
City of Wheatland .....	City Hall, 205 East Jefferson Street, Wheatland, IA 52777.
Unincorporated Areas of Clinton County .....	Clinton County Satellite Offices, 226 11th Street, DeWitt, IA 52742.
<b>Lee County, Iowa and Incorporated Areas</b> <b>Docket No.: FEMA-B-1910</b>	
City of Fort Madison .....	City Hall, 811 Avenue East, Fort Madison, IA 52627.
City of Houghton .....	City Hall, 406 2nd Street, Houghton, IA 52631.
City of Keokuk .....	City Hall, 415 Blondeau Street, Keokuk, IA 52632.

Community	Community map repository address
City of Montrose .....	City Hall, 102 South 2nd Street, Montrose, IA 52639.
Unincorporated Areas of Lee County .....	Keokuk City Hall, 415 Blondeau Street, Keokuk, IA 52632.
<b>Bannock County, Idaho and Incorporated Areas</b> <b>Docket No.: FEMA-B-1920</b>	
City of Pocatello .....	City Hall, 911 North 7th Avenue, Pocatello, ID 83201.
Unincorporated Areas of Bannock County .....	Bannock County Planning and Development, 5500 South 5th Avenue, Pocatello, ID 83204.
<b>Plymouth County, Massachusetts (All Jurisdictions)</b> <b>Docket No.: FEMA-B-1842</b>	
Town of Abington .....	Town Hall, 500 Gliniewicz Way, Abington, MA 02351.
Town of Carver .....	Town Hall, 108 Main Street, Carver, MA 02330.
Town of Duxbury .....	Town Hall, 878 Tremont Street, Duxbury, MA 02332.
Town of Halifax .....	Town Hall, 499 Plymouth Street, Halifax, MA 02338.
Town of Hanover .....	Town Hall, 550 Hanover Street, Hanover, MA 02339.
Town of Hanson .....	Town Hall, 542 Liberty Street, Hanson, MA 02341.
Town of Hingham .....	Town Hall, 210 Central Street, Hingham, MA 02043.
Town of Kingston .....	Town House, 26 Evergreen Street, Kingston, MA 02364.
Town of Marion .....	Town House, 2 Spring Street, Marion, MA 02738.
Town of Marshfield .....	Town Hall, 870 Moraine Street, Marshfield, MA 02050.
Town of Mattapoisett .....	Town Hall, 16 Main Street, Mattapoisett, MA 02739.
Town of Middleborough .....	Town Hall, 10 Nickerson Avenue, Middleborough, MA 02346.
Town of Norwell .....	Town Hall, 345 Main Street, Room 112, Norwell, MA 02061.
Town of Pembroke .....	Town Hall, 100 Center Street, Pembroke, MA 02359.
Town of Plymouth .....	Town Hall, 26 Court Street, Plymouth, MA 02360.
Town of Plympton .....	Town Hall, 5 Palmer Road, Plympton, MA 02367.
Town of Rochester .....	Town Hall, 1 Constitution Way, Rochester, MA 02770.
Town of Rockland .....	Town Hall, 242 Union Street, Rockland, MA 02370.
Town of Scituate .....	Town Hall, 600 Chief Justice Cushing Highway, Scituate, MA 02066.
Town of Wareham .....	Memorial Town Hall, 54 Marion Road, Wareham, MA 02571.
<b>Canadian County, Oklahoma and Incorporated Areas</b> <b>Docket No.: FEMA-B-1836</b>	
City of El Reno .....	Municipal Building, 101 North Choctaw Avenue, El Reno, Oklahoma 73036.
<b>Adams County, Pennsylvania (All Jurisdictions)</b> <b>Docket No.: FEMA-B-1856</b>	
Borough of Bonneauville .....	Bonneauville Borough Office, 46 East Hanover Street, Gettysburg, PA 17325.
Borough of Carroll Valley .....	Carroll Valley Office, 5685 Fairfield Road, Fairfield, PA 17320.
Borough of Fairfield .....	Borough Office, 108 West Main Street, Fairfield, PA 17320.
Borough of Gettysburg .....	Municipal Building, 59 East High Street, Gettysburg, PA 17325.
Borough of Littlestown .....	Borough Office Building, 41 South Columbus Avenue, Littlestown, PA 17340.
Township of Cumberland .....	Cumberland Township Municipal Building, 1370 Fairfield Road, Gettysburg, PA 17325.
Township of Franklin .....	Franklin Township Office, 55 Scott School Road, Orrtanna, PA 17353.
Township of Freedom .....	Freedom Township Office, 2184 Pumping Station Road, Fairfield, PA 17320.
Township of Germany .....	Germany Township Municipal Building, 136 Ulricktown Road, Littlestown, PA 17340.
Township of Hamiltonban .....	Hamiltonban Township Office, 23 Carrolls Tract Road, Fairfield, PA 17320.
Township of Highland .....	Highland Township Municipal Building, 3641 Fairfield Road, Gettysburg, PA 17325.
Township of Liberty .....	Liberty Township Municipal Office, 39 Topper Road, Fairfield, PA 17320.
Township of Mount Joy .....	Mount Joy Township Municipal Building, 902 Hoffman Home Road, Gettysburg, PA 17325.
Township of Mount Pleasant .....	Mount Pleasant Township Municipal Building, 1035 Beck Road, Gettysburg, PA 17325.
Township of Straban .....	Straban Township Municipal Building, 1745 Granite Station Road, Gettysburg, PA 17325.
Township of Union .....	Union Township Municipal Building, 255 Pine Grove Road, Hanover, PA 17331.
<b>Louisa County, Virginia and Incorporated Areas</b> <b>Docket No.: FEMA-B-1912</b>	
Town of Louisa .....	Town Hall, 212 Fredericksburg Avenue, Louisa, VA 23093.
Town of Mineral .....	Town Office, 312 Mineral Avenue, Mineral, VA 23117.
Unincorporated Areas of Louisa County .....	Louisa County Administration Building, 1 Woolfolk Avenue, Louisa, VA 23093.

[FR Doc. 2020-06409 Filed 3-26-20; 8:45 am]

BILLING CODE 9110-12-P

**DEPARTMENT OF THE INTERIOR****Fish and Wildlife Service**[Docket No. FWS-R2-ES-2019-0066;  
FXES11130200000-190-FF02ENEH00]**Endangered and Threatened Wildlife  
and Plants; Draft Revised Recovery  
Plan for Kearney's Blue Star****AGENCY:** Fish and Wildlife Service,  
Interior.**ACTION:** Notice of availability; request  
for comment.**SUMMARY:** We, the U.S. Fish and  
Wildlife Service, announce the  
availability of our draft revised recovery  
plan for Kearney's blue star, listed as  
endangered under the Endangered  
Species Act. Kearney's blue star is a  
perennial flowering plant, a narrow  
endemic known from a single mountain  
range in Pima County, Arizona. We  
provide this notice to seek comments