

BOARD OF COUNTY COMMISSIONERS SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING INTERLOCAL AGREEMENT BETWEEN THE CITY OF LA VISTA AND COUNTY OF SARPY FOR APPLICATION FOR THE USE OF FUNDS FROM THE 2005 LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM GRANT

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, an agreement has been proposed with the City of La Vista, Nebraska for the use of reallocation funds from the Law Enforcement Terrorism Prevention Program Grant ("LETPP Grant") for the purpose of purchasing one portable radio for use by the La Vista Police Department; and,

WHEREAS, said agreement is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the attached Interlocal Agreement with the City of La Vista for the use of reallocation funds from the LETPP Grant.

BE IT FURTHER RESOLVED that the Chair of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this Board the Interlocal Agreement regarding the LETPP Grant with the City of La Vista, Nebraska and any other related documents.

Dated this 1<sup>st</sup> day of September, 2009.

Moved by Tom Richards seconded by Rusty Hoke, that the above Resolution be adopted. Carried.

YEAS:	NAYS:	ABSENT:
<u>[Signature]</u>	<u>none</u>	<u>none</u>
<u>[Signature]</u>	_____	_____

ABSTAIN:  
none

[Signature]  
County Clerk  
[Signature]  
Asst. Chief of Police



Approved as to form:  
[Signature]  
County Attorney

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF LA VISTA, NEBRASKA AND COUNTY OF SARPY, NEBRASKA  
2005 Law Enforcement Terrorism Prevention Program Grant**

This Agreement is made and entered into this 17<sup>th</sup> day of September, 2009, by and between the County of Sarpy, acting by and through its governing body, the County Board of Commissioners (hereinafter referred to as "County") and the City of LaVista, Nebraska acting by and through its governing body, the City Council (hereinafter referred to as "City") both of Sarpy County, State of Nebraska, witnesseth:

**WHEREAS**, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

**WHEREAS**, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and,

**WHEREAS**, County will receive \$4,600.00 from the Law Enforcement Terrorism Prevention Program ("LETPP") Grant (hereinafter referred to as "Grant") for the purposes of purchasing one (1) Motorola XTL 5000 mobile 10-35 watt radio for use by the La Vista Police Department; ~~and,~~

**NOW THEREFORE, the COUNTY and CITY agree as follows:**

**Section 1.**

County shall receive Grant funds in the amount of four thousand six hundred dollars (\$4,600.00). County will provide City with said Grant funds. City shall receive Grant funds in the amount of four thousand six hundred dollars (\$4,600.00). In no event shall County be responsible for more than the total allocated to City. City will spend it for purposes not inconsistent with the terms of the Grant and for the purpose of purchasing one (1) Motorola XTL 5000 mobile 10-35 watt radio. City will seek from County reimbursement up to \$4,600.00.

**Section 2.**

County's Obligations:

- County will receive from Grant funds not to exceed \$4,600.00.
- County has final approval of all grant funds expended and shall serve as fiscal agent of the Grant.
- County shall submit required progress and financial reports.
- Upon receipt of original invoices from City as outlined in Section 3, County will reimburse City for approved actual expenditures incurred for services covered by the grant.

**Section 3.**

City's Obligations:

- City will follow all terms and conditions of grant.
- City will keep detailed records of eligible expenditures for reimbursement from grant.
- City will provide County with its procurement procedures and proof that such procedures have been followed when purchasing the Motorola XTL 5000 mobile 10-35 watt radio.
- City will submit to County for reimbursement up to \$4,600.00 all original invoices with proof of approval by the Police Chief or whoever authorizes such bills to be paid. Copies of detailed records shall be attached to the original invoices.
- City will provide biannual progress and financial reports to Sarpy County Emergency Management Agency no later than December 31, 2009.

- City will provide any and all documents in regards to equipment procurement and disposition of said equipment for the sole purpose of custody and tracking.

**Section 4.**

This Grant was originally a five-year grant. The funds that are the subject of this agreement are reallocation funds based on unspent funds of the original grant allocations.

**Section 5.**

Nothing in the performance of this Agreement shall impose any liability for claims against County other than claims for which liability may be imposed by the Political Subdivisions Tort Claims Act.

**Section 6.**

Nothing in the performance of this Agreement shall impose any liability for claims against City other than claims for which liability may be imposed by the Political Subdivisions Tort Claims Act.

**Section 7.**

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 8.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 9.**

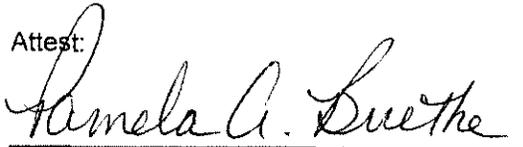
By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Dated this 17<sup>th</sup> day of September 2009.

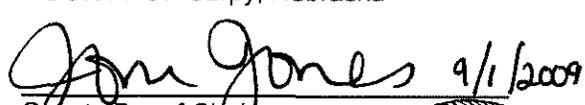
CITY OF La Vista, Nebraska

  
\_\_\_\_\_  
City Council Chair

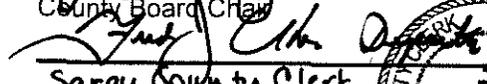
Attest:

  
\_\_\_\_\_  
Pamela A. Luecke

COUNTY OF Sarpy, Nebraska

 9/1/2009  
\_\_\_\_\_  
County Board Chair

ATTEST:

  
\_\_\_\_\_  
Sarpy County Clerk

Approved as to form:

  
\_\_\_\_\_  
County Attorney





# Nebraska Emergency Management Agency

## 2005 Grant Adjustment Notice for Sarpy County

Date of Award

8/14/2009

**1. Sub-Recipient Name and Address**

Sarpy County  
1210 Golden Gate Dr  
Papillion, NE 68046

**2. Prepared by:** Weber, Nicole

**3. Award Number:** 05-SR 8750-06

**4. Federal Grant Information**

**Federal Grant Title:**

Homeland Security Grant Program

**Federal Grant Award Number:**

2005-GE-T5-0020

**Federal Granting Agency:**

Grant Programs Directorate  
Federal Emergency Management Agency  
U.S. Department of Homeland Security

**5. Award Amount and Grant Breakdowns**

**Total Award Amount**

\$114,599.60

### 2005 Law Enforcement Terrorism Prevention Program

**Performance Period:**

FROM Oct 1, 2004 – Sep 30, 2009

**6. Statutory Authority for Grant:** This project is supported under Public Law 109-90, the Department of Homeland Security Appropriations Act of 2006.

**7. Method of Payment:** Primary method is reimbursement. See the enclosed instructions for the process to follow in the submission of invoices.

**8. Debarment/Suspension Certification:** The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at <http://www.epls.gov>.

**9. Agency Approval**

**Approving NEMA Official:**

Al Berndt  
Assistant Director

**Signature of NEMA Official:**

**Date:**

**10. Sub-Recipient Acceptance**

I have read and understand the attached Terms and Conditions.

**Typed name and title of Authorized Sub-Recipient official:**

Joni Jones  
Sarpy County Board Chairman

**Signature of Authorized Sub-Recipient Official:**

**11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:**

**12. Date Signed :**

9/1/2009

**13. DUE DATE:** 9/28/2009

Signed award and Direct Deposit Form (if applicable) must be returned to NEMA on or before the above due date.

**NEBRASKA EMERGENCY MANAGEMENT  
AGENCY (NEMA)**

**HOMELAND SECURITY GRANT  
PROGRAM (HSGP)**

**Grant Adjustment Notice  
For**

**Sarpy County**

**AWARD NUMBER: 05-SR 8750-06**

***SPECIAL CONDITIONS***

- 1) **Purpose** : Sub-grant funds will be used to provide law enforcement and emergency response communities with enhanced capabilities for preparing and responding to the potential threats of manmade and natural disasters.
- 2) **Overview** : Funds provided shall be used to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, and preventing acts of terrorism as described in the Federal Program Guidelines, specifically: planning, equipment, training and exercise needs . All costs under these categories must be eligible under OMB Circular No. A-87 Attachment A, located at <http://www.whitehouse.gov/omb/circulars/index.html>.
- 3) The **Notice of Sub-recipient Award** is only an offer until the sub-recipient returns the signed copy of the Notification of Sub-recipient Award in accordance with the date provided in the transmittal letter.
- 4) Sub-recipient agrees to comply with the applicable financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide located at <http://www.ojp.usdoj.gov/oc/> and OMB Circular A-87.
- 5) Sub-recipient agrees to use the Nebraska Grant Management System for all financial transactions and tracking for all grants from NEMA, <https://www.nebraskagms.com>.
- 6) Sub-recipient agrees to make no request for reimbursement prior to return of this agreement and signed by the authorized sub-recipient representative.
- 7) Sub-recipient agrees to make no request for reimbursement for goods or services procured by sub-recipient prior to the performance period start date of this agreement.
- 8) Prior to disbursement of any FY2005 grant funds, subgrantee will have:
  - a. FY2004 5-year Training and Exercise Calendar submitted to NEMA
  - b. FY2005 5-year Training and Exercise Calendar submitted to NEMA
  - c. Current County Local Emergency Operations Plan (L.E.O.P)
- 9) Sub-recipient agrees to comply with the U.S. Department of Homeland Security Fiscal Year 2005 Homeland Security Grant Program Guidelines and Application Kit and the Notice of Award from ODP to NEMA.
- 10) Sub-recipient agrees to monitor the activities of program participants as necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that the performance goals are achieved.
- 11) Notwithstanding any other agreement provisions, the parties hereto understand and agree that NEMA's obligations under this agreement are contingent upon the receipt of adequate funds to meet NEMA's liabilities hereunder. NEMA shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.
- 12) Projects identified in the Nebraska GMS website ([www.nebraskagms.com](http://www.nebraskagms.com)) must identify and relate to the goals and objectives indicated by the applicable Nebraska Homeland Security Strategic Plan for the grant period of performance.
- 13) Sub-recipient agrees to comply with all reporting requirements and shall provide such information as required to NEMA for reporting as noted in the 2005 Federal Grant Guidelines. All sub-recipients are required to complete and submit the Biannual Strategy Implementation Report (BSIR) each July 15 and January 15 until the end of the grant. A final BSIR is due at the time the grant is closed. The BSIR is accessed through the on-line Grant Reporting Tool at [www.reporting.odp.dhs.gov](http://www.reporting.odp.dhs.gov).
- 14) Sub-recipient must prepare and submit quarterly performance reports to NEMA for the duration of the grant performance period or until all grant activities are completed and the grant is formally closed. Sub-recipient may also be required to submit additional information and data requested by NEMA.

- 15) NEMA may perform periodic reviews of sub-recipient performance of eligible activities and approved projects. These reviews may include, without limitation: performance of on-site audit and compliance monitoring - including inspection of all grant-related records and items, comparing actual sub-recipient activities to those approved in the sub-award application and subsequent modifications if any, ensuring that advances have been disbursed in accordance with applicable guidelines, confirming compliance with grant assurances, information provided on performance reports and payment requests, needs and threat assessments and strategies.
- 16) NEMA may suspend or terminate sub-award funding, in whole or in part, or other measures may be imposed for any of the following reasons: failing to comply with the requirements or statutory objectives of federal law, failing to make satisfactory progress toward the goals or objectives set forth in the sub-award application, failing to follow grant agreement requirements or special conditions, failing to submit required reports, filing a false certification in the application or other report or document.
- 17) NEMA will close a sub-award after receiving sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the sub-recipient is owed additional funds, NEMA will send the final payment automatically to the sub-recipient. If the sub-recipient did not use all the funds received, NEMA will issue a new GAN to de-obligate the unused funds..
- 18) Sub-recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of ODP.
- 19) The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the Fiscal Year 2005 Homeland Security Grant Program Guidelines and Application Kit and must support the goals and objectives included in the State Homeland Security Strategy and the Urban Area Homeland Security Strategies.
- 20) When implementing the Office of State and Local Government Coordination and Preparedness (SLGCP) funded activities, the sub-recipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The sub-recipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting SLGCP funded activities.
- 21) The sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: 'This Document was prepared under a grant from the SLGCP, United States Department of Homeland Security. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of SLGCP or the U.S. Department of Homeland Security.'
- 22) The sub-recipient agrees that any equipment purchased with grant funding shall be prominently marked as follows: 'Purchased with funds provided by the U.S. Department of Homeland Security.' Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.
- 23) Title to equipment costing \$5,000 or more and acquired by the subgrantee with funds provided under this award shall vest in the subgrantee. When the equipment is no longer needed by the subgrantee and the per unit fair market value is less than \$5,000, the subgrantee may retain, sell, or dispose of the equipment with no further obligation to NEMA. If, on the other hand, the per unit fair market value is \$5,000 or more, then the subgrantee must submit a written request to NEMA, for disposition instructions.
- 24) The sub-recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
- 25) Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by NEMA prior to obligation or expenditure of such funds.
- 26) Sub-recipient acknowledges that SLGCP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The Recipient agrees to consult with SLGCP regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- 27) Sub-recipient shall provide the assurances required by ODP. Failure to comply may result in the withholding of funds, termination of the award or other sanctions.

- 28) Sub-recipients must implement the National Incident Management System (NIMS) at the local level. The requirement to train personnel on the IS-700 course, National Incident Management System (NIMS), An Introduction, has been extended into FY 06. Grant recipients should still complete the following other four aspects of this task no later than October 1, 2005: *(1) Formally recognize the NIMS and adopt the NIMS principles and policies, (2) Establish a NIMS baseline by determining which NIMS requirements are met, (3) Establish a timeframe and (4) Develop a strategy for full NIMS implementation and institutionalize the use of the Incident Command System (ICS).*
- 29) Sub-recipients must maintain an updated inventory of equipment purchased through this grant program.
- 30) Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

Jurisdiction information