

**BOARD OF COUNTY COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**

**RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN**  
**OMAHA-AREA PARTICIPANTS IN REGIONAL PET/UASI PROGRAMS**

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, the Director of the Sarpy County Emergency Management and Communication Agency has proposed a Memorandum of Understanding with the City of Omaha, Nebraska, Douglas County, Nebraska and Washington County, Nebraska to engage in regional Planning, Exercise and Training/Urban Area Security Initiative programs and other related programs.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Chair, Clerk, and Director of the Sarpy County Emergency Management and Communication Agency is hereby authorized to sign the Memorandum of Understanding with the City of Omaha, Nebraska, Douglas County, Nebraska and Washington County, Nebraska to engage in regional Planning, Exercise and Training/Urban Area Security Initiative programs a copy of said Memorandum of Understanding being attached hereto, the same being approved by this Board.

DATED this 27<sup>th</sup> day of July, 2010.

Moved by Rich Jansen, seconded by Tom Richards, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

*[Handwritten signature]*

*none*

*none*

*[Handwritten signature]*

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*[Handwritten signature]*

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ABSTAIN:

*[Handwritten signature]*

\_\_\_\_\_

*none*

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*[Handwritten signature]*  
County Clerk

Approved as to form:

*[Handwritten signature]*  
Deputy County Attorney

**MEMORANDUM OF UNDERSTANDING  
BETWEEN OMAHA-AREA PARTICIPANTS IN REGIONAL PET / UASI PROGRAMS**

This Memorandum of Understanding (MOU) and the attached Bylaws are referred to herein as the "Agreement" and are entered into by the four named parties comprised of the CITY OF OMAHA ("City"), Douglas County, Sarpy County, and Washington County (collectively "the parties) for the purpose of engaging in regional Planning, Exercise and Training / Urban Area Security Initiative (PET / UASI) programs in compliance with the Tri-County Urban Area Homeland Security Strategy for City of Omaha and Douglas, Sarpy, and Washington Counties in Nebraska and other related activities as are agreed upon by the four parties.

**AUTHORITY**

This MOU is entered into pursuant to the parties' existing authority to respond to emergencies. The parties agree that this MOU in no manner expands or restricts the authority otherwise granted to them by law and that in exercising the rights and duties or carrying out the terms of this MOU the participants will at all times act within their lawful authority. The parties agree that no rights, obligations, or liabilities are created by this MOU beyond what is expressly stated in this document.

**IMPLEMENTATION**

**A. Purpose and Agreement**

1. The parties enter into this agreement to define and control the terms and conditions of their cooperation and mutual aid while participating in the PET/UASI or other activities that are consistent with United States Department of Homeland Security priorities. The parties agree to work together to coordinate training, exercises, equipment acquisition, and technical assistance to maximize the affected urban areas' capabilities and capacities to detect, prevent against, respond to, and recover from threats of terrorism, disasters, and major emergencies in their region through a comprehensive, all-hazards inclusive approach.
2. All parties designate the PET/UASI Tri-County Urban Area Working Group, as defined in the Bylaws of the Tri-County UASI Working Group, as responsible for developing the Tri-County Urban Area Homeland Security Strategy and implementing the homeland security strategic initiatives, subject to the limitations stated in this Agreement and imposed by law. The Working Group may develop and enforce rules and procedures for implementing and coordinating the parties' activities that are not inconsistent with the terms of this MOU. The parties agree to cooperate with the Working Group and the PET/UASI authorized Point of Contact (POC) as appointed by the City, and to provide all documentation and assistance that is requested by the Working Group or the POC. The City of Omaha will be the Fiscal Agent for said grant awards; and will manage and administrate the obligations connected to and associated with those awards and expenditures.
3. The parties agree to employ and enforce the Tri-County Urban Area Homeland Security Strategy, as revised November 18, 2005, or subsequently.
4. In the event that participants to this MOU are not parties to in the PET/UASI such participants agree to use and follow the governing structure and equipment management provisions of this MOU to advance their mutual aid goals.

## B. Equipment Purchases

1. The City agrees to purchase, through funds provided by the Homeland Security Grant, equipment and related accessories that are identified and approved by the Working Group as necessary or suitable to carry out the purposes and functions of the PET/UASI or related activities ("the equipment").
2. All purchases of equipment shall be subject to the availability of funding from a PET/UASI grant or other funding agreed upon by all parties in writing.
3. All purchases shall be made in accordance with, and by following, bidding and purchasing procedures controlling purchases made by the City in the regular course of its activities.
4. During the time that funding is provided from the PET/UASI grant, all purchases of the equipment will be from the DHS Authorized Equipment List (AEL) unless the appropriate waiver is obtained from the Department of Homeland Security. All waiver requests must be made by or with the prior approval of the Fiscal Agent

## C. Custody and Control of the Equipment

1. The City will distribute equipment to participants as determined by the Working Group. Custody and ownership of the equipment and related accessories will be transferred to the participant in a manner and with the written documentation that is acceptable to the participant, the Working Group and the Fiscal Agent.
2. The participant with custody of the equipment agrees to properly maintain and store the equipment consistent with the manufacturer's recommendations and in a manner that assures the security and integrity of the equipment. The equipment will at all times be staged or stored within the three-county UASI area (Douglas, Sarpy, and Washington Counties) and will be kept ready for immediate use and deployment in those area.
3. Except as to equipment that the Working Group determines is not needed to achieve the purposes of this MOU, has become obsolete, or has reached its useful life or as otherwise agreed when equipment is being used as provided in paragraph E(1) of this agreement, the participant with custody of the equipment agrees, at its own expense, to promptly replace or repair the equipment in its custody that becomes damaged or fails to operate correctly. The participants agree to exercise due care in every respect to prevent damage, destruction, loss, or misuse of the equipment in their custody.
4. The Participant with custody of the equipment agrees, at its own expense, to purchase and maintain insurance, or to self-insure, against loss and/or damage to the equipment in its custody. Except as otherwise agreed when equipment is being used as provided in paragraph E(1) of this agreement, the Participant with custody of the equipment will bear the risk of loss or damage to the equipment in its custody.
5. No alteration, destruction, or repair of the equipment may occur without the prior written approval of the Fiscal Agent. Any damage to, or loss of, equipment will be promptly reported to the Fiscal Agent.

## D. Training

1. All Participants agree to provide, at their own expense, personnel who are sufficiently qualified and trained to properly operate and maintain the equipment in the participant's custody, including training related to upgrades to the equipment.

2. Only qualified and trained personnel will use or operate the equipment for any purpose.

#### E. Availability of the Equipment

1. Upon request, the participant with custody over the equipment will make that equipment available for use by any participant to this MOU for any purpose identified in the Tri-County Urban Area Homeland Security Strategy, as revised November 18, 2005, or subsequently, or in the controlling rules or regulations for related activities. When the equipment is being used by a participant other than the participant with primary custody of the equipment, the risk of loss or damage to the equipment shall be borne by the participant using the equipment.

2. The Working Group may develop and enforce procedures for participants requesting use of any equipment or requesting mutual aid or assistance.

3. The Working Group, acting through the POC, retains the right to remove the equipment from any participant's custody or ownership upon (1) its determination that the equipment is being neglected or misused or is not receiving use to a reasonable degree; (2) receipt of written notification of the termination of the entity's participation in the PET/UASI; or (3) termination of this MOU.

4. The Working Group may establish procedures for the sale or disposition of any equipment that is not needed to achieve the purposes of this MOU or which has become obsolete or has reached its useful life.

#### F. Policies and Procedures

1. All parties agree to adhere to written standardized policies and procedures for maintaining records and reports regarding any expenditure for the solution areas of planning, organization, equipment, training, and exercises. These written policies and procedures will include the transferring of custody of equipment. All parties further agree to cooperate in developing and implementing these written procedures and policies.

#### G. Duration

1. This MOU will become effective upon proper execution and will remain in effect for a term of five (5) years or until terminated as prescribed herein.

2. Any party may cancel its participation at any time following written notification to all other parties at least 30 working days prior to the cancellation.

3. If participation is terminated by a party without State Authorizing Agent approval or reassignment to another like PET Region with custody or ownership of any or all of the equipment, custody and/or ownership will be transferred or retained as directed by the Working Group. Termination will not release the party from any obligations that are created by this MOU, including any obligation to repair or replace equipment.

#### H. General Provisions

1. This MOU may be amended by deletion or modification, or by addition of new provisions, with the written consent of all parties or their successors. Additional parties may join in this agreement upon the written consent of the remaining parties.

2. Nothing in this MOU guarantees any funding whatsoever to any party or participant.

3. Nothing in this MOU will prevail over any pertinent federal, state, or local law, regulation, or other authorized rule. When federal funding is provided for any of the actions agreed to in this MOU, all parties agree to strictly adhere to all federal laws, rules, policies, procedures, and guidelines associated with such funding.

4. All parties to this Agreement will bear the risk of their own actions. To the extent permitted by law, each party will be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions and the actions of its officials, employees, or agents in carrying out the terms and conditions of this MOU.

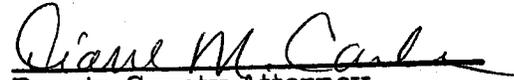
MOU and attached Bylaws dated 03/10/2010

Dated this 24th day of August, 2010.

DOUGLAS COUNTY, NEBRASKA

  
DOUGLAS COUNTY BOARD

APPROVED AS TO FORM:

  
Deputy County Attorney

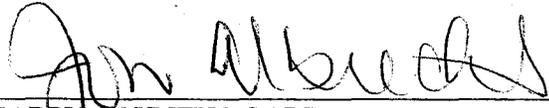
Dated this 13 day of July, 2010.

WASHINGTON COUNTY, NEBRASKA

 Vice-Chair  
WASHINGTON COUNTY BOARD

Dated this 27<sup>th</sup> day of July, 2010.

SARPY COUNTY, NEBRASKA

  
\_\_\_\_\_  
SARPY COUNTY BOARD

Dated this 12<sup>th</sup> day of August, 2010.

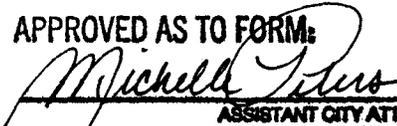
CITY OF OMAHA, NEBRASKA

ATTEST:

  
MAYOR, CITY OF OMAHA

  
Buster Brown, City Clerk

APPROVED AS TO FORM:

 7-27-10  
ASSISTANT CITY ATTORNEY

## **Bylaws of the Tri-County UASI Working Group**

### **Article I. Name**

The name of this group is the Tri-County Urban Area Security Initiative Working Group (hereinafter "Tri-County UASI Working Group").

### **Article II. Purpose**

The Tri-County UASI Working Group serves as the governance body as established by the Memorandum of Understanding entered into by the City of Omaha, and the Counties of Douglas, Sarpy and Washington. The purpose of the Tri-County UASI Working Group is to develop and implement the Tri-County Urban Area Homeland Security Strategy and initiatives, subject to the limitations stated in the Memorandum of Understanding.

The Tri-County UASI Working Group shall:

- Adopt bylaws for the governance of the Tri-County UASI Region.
- Foster collaboration among stakeholders in the Tri-County and urban Omaha area.
- Provide policy level direction to the City of Omaha and the Counties of Douglas, Sarpy and Washington, and coordination related to enhancing regional preparedness.
- Ensure goals, activities and expenditures are coordinated and consistent with federal and state priorities and requirements for all funding received from the State Administrative Authority for Homeland Security (Nebraska Emergency Management Agency) such as BZPP, MMRS, CDC/ASPR, EMPG and any other current or future programs.
- Establish and assign tasks to five standing committees representing major areas of emphasis in Nebraska's Homeland Security Strategy: Communications; Critical Infrastructure & Key Resources; Emergency Management (which shall include Planning, Exercise and Training functions); Fire and Hazardous Material; and Law Enforcement
- Make recommendations to the Fiscal Agent regarding Approvale of expenditures, and make recommendations to the participating agencies regarding the approval of agreements and Memorandums of Understanding on behalf of the Tri-County UASI Region.

### **Article III. Membership**

Section 1. The eleven member Tri-County UASI Working Group shall be comprised of members of each of the five standing committees, as previously established and set forth in the Urban Area Strategy, as follows: Communications (1); EM (1); CIKR (1); Fire (2) and Law Enforcement

(2); one representative of the City of Omaha who shall be appointed by the Mayor's office, and one representative from each of Douglas, Sarpy and Washington Counties

Section 2. Each standing committee will select a committee chair and vice chair annually and report the appointment to Mayoral appointee in the Tri-County UASI Working Group. The standing committee chair will serve as the official representative to the Tri-County UASI Working Group with the vice-chair eligible to vote in the absence of the chair. Vacancies to these positions shall be appointed in the same manner as prescribed herein.

Section 3. The representative of the City of Omaha shall be appointed annually by the Mayor, along with an alternate representative who shall be eligible to vote in the absence of the primary representative. Each representative of Douglas, Sarpy and Washington Counties shall be appointed annually by the respective County Boards of Commissioners, along with an alternate representative who shall be eligible to vote in the absence of the primary representative. Vacancies to these positions shall be appointed in the same manner as prescribed herein.

Section 4. Working Group members may resign their appointment and be replaced by the vice chair of the committee or the alternate appointee until a new representative is selected in accordance with these By-Laws.

#### **Article IV. Officers**

Section 1. The position of chairperson will be the primary representative appointed by the Mayor of Omaha. The vice-chairperson shall be nominated by a voting member of the Tri-County UASI Working Group and elected by simple majority of the quorum.

Section 2. The term of office for each position will be 12 months.

Section 3. Election may be by secret ballot or roll call vote as determined, provided that the number of votes for each candidate shall be announced and recorded in the minutes of the meeting.

Section 4. The chairperson shall open meetings at the appointed time, determine quorum present, announce proper sequence of business before the assembly, recognize members entitled to the floor, state and put to a vote all legitimate motions before the assembly, announce the results of each vote, protect the assembly from frivolous motions, expedite business while recognizing the rights and duties of members, decide all questions of order, authenticate his/her signature as necessary and adjourn the meeting.

Section 5. The vice-chairperson shall serve as meeting chair during the absence of the chairperson and perform other governance duties as assigned by the chairperson.

Section 6. Tri-County UASI Working Group will be administratively supported by the City of Omaha in its role as grant manager and fiscal agent.

## **Article V. Voting**

Section 1. Only appointed members of Tri-County UASI Working Group, or their alternates as prescribed in this agreement, present in meetings either in-person or, as authorized, by videoconference have the right to vote on any question which has been moved, seconded and called for vote.

Section 2. A quorum is reached when six of eleven members are present.

Section 3. Members may abstain from voting or vote aye or nay. A simple majority of the voting members present is required for a motion to pass.

## **Article VI. Meetings**

Section 1. Tri-County UASI Working Group meetings will be conducted in accordance with provisions in the Nebraska "Open Meetings Law", §§ 84-1408 through 84-1414.

Section 2. Agendas will be established 15 days prior to the meeting date when possible to allow standing committee representatives ample time to circulate action items among their stakeholders. Publication of agendas will follow guidelines set forth in the Open Meetings Law as referenced in Article VI, Section 1.

Section 3. Tri-County UASI Working Group will meet as often as needed to accomplish the goals set forth in the Tri-County UASI Homeland Security Strategy.

Section 4. A quorum for conducting business shall be one more than half of the appointed membership (six of eleven members).

Section 5. Public participants at Tri-County UASI Working Group meetings may speak on agenda items outside the public comment period when determined appropriate to assist in resolving the agenda item or when properly identified and recognized by the chairperson.

Section 6. Meeting notes will be recorded and posted according to the Open Meetings Law.

## **Article VII. Committees**

Tri-County UASI Working Group may establish ad hoc committees and temporary task groups to address special projects or tasks related to the purpose of the Tri-County UASI Homeland Security Strategy.

## **Article VIII. Amendments of Bylaws**

These bylaws may be amended at any meeting of the Tri-County UASI Working Group by an affirmative roll call vote of 2/3 of the membership (seven of eleven members), provided the amendment has been placed on the agenda as an action item.

**Article IX. Adoption of Bylaws**

Adopted by the Tri-County UASI Working Group by affirmative vote this 2nd day of September 2010:

By: Steve Oltmans Steve Oltmans, Chairperson

# CITY OF OMAHA

LEGISLATIVE CHAMBER

Omaha, Nebraska

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, the City of Omaha, Douglas County, Sarpy County, and Washington County, Nebraska, have agreed to engage in regional Planning, Exercise and Training/Urban Area Security Initiative (PET/UASI) programs supported by grant funds from the Department of Homeland Security through the State of Nebraska; and,

WHEREAS, the City will act as the fiscal agent to administer the grant funds; and,

WHEREAS, it is in the best interest of the citizens of Omaha for the City of Omaha to participate in these programs; and

WHEREAS, the Mayor has recommended the approval of this Memorandum of Understanding and accompanying bylaws.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

THAT as recommended by the Mayor, the Memorandum of Understanding and accompanying bylaws among the City of Omaha, Douglas County, Sarpy County, and Washington County, Nebraska, for the regional Planning, Exercise and Training/Urban Area Security Initiative (PET/UASI) programs supported by grant funds from the Department of Homeland Security through the State of Nebraska, are hereby accepted and the same hereby approved.

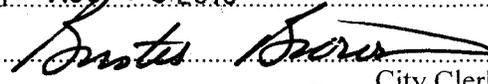
APPROVED AS TO FORM:

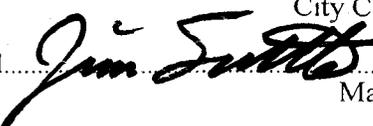
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ASSISTANT CITY ATTORNEY DATE

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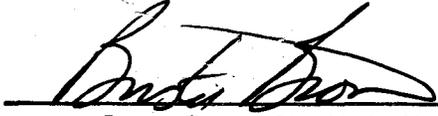
By  Councilmember

Adopted AUG 10 2010 7-0

 City Clerk

Approved  8/12/10 Mayor

I hereby certify that the foregoing is a true and correct copy of the original document now on file in the City Clerk's Office.

  
Buster Brown, City Clerk, City of Omaha



City of Omaha  
Jim Suttle, Mayor

RECEIVED  
10 JUL 27 AM 10:02  
CITY OF OMAHA  
OMAHA, NEBRASKA

Office of the Mayor  
1819 Farnam Street, Suite 300  
Omaha, Nebraska 68183-0300  
(402) 444-5000  
FAX: (402) 444-6059

Honorable President

and Members of the City Council,

Transmitted herewith is a Resolution approving a Memorandum of Understanding between the City of Omaha, Douglas County, Sarpy County, and Washington County for the purpose of engaging in regional Planning, Exercise and Training/Urban Area Homeland Security Strategy (PET/UASI) programs. The MOU also includes bylaws for the Working Group. This is a revision of a previous agreement between the parties to coordinate efforts and expend funds from a Homeland Security Grant for the benefit of all parties. The City will act as the fiscal agent of the grant funds.

Your favorable consideration of this Resolution is respectfully requested.

Referred to City Council for Consideration,

Approved:

  
\_\_\_\_\_  
Mayor's Office Date

  
\_\_\_\_\_  
Pam Spaccarotella Date  
Finance Director

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SAC 7/24