

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING THE CHAIRMAN TO SIGN THE GRANT AWARD FOR THE 2010 STORM
WATER MANAGEMENT PLAN PROGRAM

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, a grant for the Storm Water Management Plan Program was awarded to Sarpy County; and,

WHEREAS, the grant award must be signed and submitted to the Nebraska Department of Environmental Quality.

WHEREAS, Sarpy County is committed to and supports the grant for the Storm Water Management Plan Program; and;

NOW, THEREFORE, BE IT RESOLVED, By the Sarpy County Board of Commissioners that the Chairman is authorized to sign the grant award for the Storm Water Management Plan Program.

DATED this 26th day of October, 2010.

MOVED by Rich Jansen, seconded by Rusty Hike, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

[Handwritten signatures]

none

none

ABSTAIN:

none

Attest:

SEAL



[Handwritten signature]
County Clerk

Approved as to form: [Handwritten signature]
County Attorney



Dave Heineman
Governor

STATE OF NEBRASKA

DEPARTMENT OF ENVIRONMENTAL QUALITY

Michael J. Linder

Director

Suite 400, The Atrium

1200 'N' Street

P.O. Box 98922

Lincoln, Nebraska 68509-8922

Phone (402) 471-2186

FAX (402) 471-2909

website: www.deq.state.ne.us

October 19, 2010

Commissioner Joni Jones
Sarpy County
1210 Golden Gate Drive, Suite 1116
Papillion, NE 68046

RE: 2010 Storm Water Management Plan (SWMP) Program

Dear Commissioner Jones:

Thank you for submitting an application for grant funding from the 2010 Storm Water Management Plan Program. After review, the Department has determined that your workplan is acceptable as submitted and no changes to the workplan are necessary. The Sarpy County is being awarded **\$112,113** for implementation of your SWMP.

Requirements and restrictions:

- This money must be used to implement only the activity elements of your SWMP included in the Agreement workplan, labeled Attachment A.
- This money must not be used for normal operations and maintenance or flood control expenditures.
- You must provide a 20% cash match for funds received; for the Sarpy County, this is at least **\$22,423**.
- The grant award and your cash match must be kept together in their own account.
- Annual reports must be submitted yearly for the duration of the project. The annual reporting period is July 1 – June 30th of each year with reports being due by July 31st. Mary Schroer will email the reporting guidance and form to Mark Wayne:

Enclosed is the original copy of the Intergovernmental Agreement for this grant. Please sign the agreement and send the original to the Department, making a copy for your files. You are designated as the cognizant official for the Sarpy County on your application, and must sign the Intergovernmental Agreement and return it to me by **3pm Thursday, December 31st**. If you need more time to review the Agreement please contact me as soon as possible

You will receive full payment of the grant amount, **\$112,113**, within 30 working days from receipt of the signed Intergovernmental Agreement. If you have any additional questions or concerns, please contact me by phone at 402-471-6988 or e-mail at mary.schroer@nebraska.gov.

Sincerely,

Mary Schroer
Source Water / Watershed Planning Specialist

CC: Mark Wayne, Lisa Haire

INTERGOVERNMENTAL AGREEMENT
Between the
Nebraska Department of Environmental Quality
and the
Sarpy County
Regarding the Implementation of the
Storm Water Management Plan Program

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between the Nebraska Department of Environmental Quality (NDEQ) and the Sarpy County (Sponsor)

WHEREAS, the Sponsor agrees to utilize funds which have been made available to NDEQ pursuant to Nebraska State Statute 46-2,139; and

WHEREAS, grant monies are being awarded to cities and/or counties with an NDEQ-approved storm water management plan to fund the duties required under the federal Clean Water Act, 33 U.S.C. 1251 et seq., as such act existed on January 1, 2006, regarding storm water runoff under the National Pollutant Discharge Elimination System requirements; and

WHEREAS, grant funds in an amount up to **\$ 112,113** and a nonfederal match of at least **\$ 22,423** are to be used to implement the entitled "Storm Water Management Plan Program".

NOW, THEREFORE, the parties do hereby agree to the terms and conditions of this Agreement as follows:

I. TERM OF AGREEMENT

This Agreement will go into effect **December 1, 2010** and will remain in effect until all identified tasks are completed for the project "Storm Water Management Plan Program"; unless terminated under §P of this Intergovernmental Agreement, but will not remain in effect past **June 30, 2012** unless extended by amendment.

II. CONDITIONS OF AGREEMENT

A. General Conditions

1. The Sponsor agrees to submit annual progress reports to the NDEQ by July 31st. These reports shall address project activity for the previous state fiscal year, which runs from July 1st – June 30th, and contain the following components:
 - a. Progress to date;
 - b. Financial report of money spent for each approved activity element;
 - c. Certification that equipment purchased from grant funds was used only for grant purposes;
 - d. Significant findings or events;
 - e. Corrective actions taken to resolve any problems that are encountered.
2. The Sponsor agrees that if indirect costs are authorized, as specified in the approved plan, they will be charged at the approved indirect rate.
3. The Sponsor agrees that a copy of any contract, interagency agreement, subagreement and/or procurement of equipment under this grant for a value of \$5,000 or more, must receive NDEQ approval prior to expenditure of funds associated with those transactions. Copies of all contracts, procurements, subagreements, and interagency agreements will be provided to the NDEQ with the annual report.

4. All equipment purchased with grant funds must be approved, in advance, by the NDEQ. Any such purchased equipment shall be retained by the NDEQ upon Agreement end date unless otherwise authorized in writing by the NDEQ.
5. A Quality Assurance/Quality Control plan must be approved by NDEQ prior to expending any funds for environmental monitoring. Any environmental data collected must be provided to NDEQ.
6. The Sponsor agrees to recognize the contributions and/or involvement of the Nebraska Department of Environmental Quality in project publicity, reports, newsletters, and other materials. The Sponsor shall work with the NDEQ to ensure that all necessary peer review requirements are met. A minimum of 6 copies of outreach material (printed or other media) produced under this grant shall be provided to the NDEQ unless otherwise specified.
7. A final project report must be submitted to NDEQ within 30 days after completion of the project or the termination date, whichever is earlier.

B. Statement of Costs

The Sponsor will submit with their annual report a cost documentation of project expenses. For purposes of this agreement, expenditures and match claims shall be related to budget items as described in the approved work plan, included as **Attachment A**. The Sponsor must contribute and report a 20% cash match by completion of the project.

C. Disbursements

1. The Sponsor shall receive full payment of the award amount within thirty (30) working days after receipt of this Intergovernmental Agreement signed by the Sponsor's authorized representative. The NDEQ shall not be held responsible for delays in payment, due to causes beyond its control.
2. The Sponsor must make expenditures for activities only in the attached work plan. Amendments to the work plan can only be made with approval from the Department.
3. The total amount of payments under this Agreement shall not exceed **\$ 112,113**.

D. Work Description and Schedule

This Agreement encompasses the project commonly known as "Storm Water Management Plan Program". The project shall complete objectives and work items as described in the work plan (**Attachment A**). Activities in the work plan are taken from the Storm Water Management Plan of the Sponsor's Municipal Separate Storm Sewer System permit. Amendments to the work plan must be approved by the Department and reflect activities within the permit's Storm Water Management Plan. The work plan is hereby incorporated into this document in its' entirety.

E. Amendments

This agreement may be amended in writing at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law or requirements of the NDEQ.

F. Forfeiture, Repayment and Delays in Disbursement of Funds

Violation of any of the conditions of this Agreement by the Sponsor or failure of the Sponsor to complete and maintain the project in the manner described in the work plan (**Attachment A**), including any amendments thereto which have been properly approved by the NDEQ, may result in the recovery of any or all funds disbursed by the NDEQ. Any funding expended for an unapproved activity shall be forfeited.

G. Remedies Not Exclusive

The use by either the Sponsor or the NDEQ of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party from using such remedy, or limit the application of any other remedy provided by law.

H. Assignment

No assignment or transfer of this agreement or any part hereof, rights hereunder, or interest herein by the Sponsor shall be valid unless and until it is approved by the NDEQ and made subject to such reasonable terms and conditions as the NDEQ may impose.

I. Waiver of Rights

The Sponsor or NDEQ may from time to time waive any of their rights under this Agreement. However, any waiver of rights with respect to a default of any condition of this Agreement shall not be deemed to be a waiver with respect to any other default.

J. Applicable Rules and Regulations

Both parties shall abide by all applicable rules and regulations of the NDEQ including any that may be adopted subsequent to the effective date of this Agreement, except those that would invalidate or be inconsistent with the provisions of this Agreement.

K. Inspection of Books, Records and Reports

The duly authorized representative of either party shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or related matters during regular office hours. Each party shall maintain and make available for such inspection accurate records of all its costs, disbursements and receipts with respect to its activities under this Agreement.

L. Independent Contractor

The Sponsor is and shall perform this Agreement as an independent contractor and as such shall have and maintain exclusive control over all of its employees, agents and operations. Neither the Sponsor nor any person employed by the Sponsor shall act, propose to act or be deemed the NDEQ's agent, representative or employee. The Sponsor assumes full and exclusive responsibility for the payment of all premiums, contributions, payroll taxes and other taxes now or hereafter required by any law or regulation and agrees to comply with all applicable laws, regulations and orders relating to social security, unemployment compensation, OSHA, affirmative action, equal employment opportunity and other laws, regulations and orders of like nature. For any work hereunder subject to the Veterans Readjustment Assistance Act of 1974, or the Rehabilitation Act of 1973, the parties hereto shall comply with all provisions thereof, together with all applicable rules, regulations and orders of the Department of Labor, and the notices required pursuant to 41 CFR 60-1.4, 60-250.4 and 60-741.4 which are hereby incorporated by reference into this Agreement.

M. Nondiscrimination

The Nebraska Fair Employment Practice Act prohibits contractors to the State of Nebraska and their subcontractors from discriminating against any employee, or applicant for employment in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability or national origin. The Sponsor's signature is a guarantee of compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of this Agreement. The Sponsor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Agreement.

N. Drug Free Workplace

The Sponsor by executing this Agreement, certifies and assures that it operates a drug free workplace as addressed in the State of Nebraska Drug Free Workplace Policy of July 7, 1989.

O. Publication Rights

All parties shall have publication and reproduction rights for all reports and materials which are produced as a result of this Agreement.

P. Termination

This agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

1. Not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and
2. An opportunity for consultation with the terminating party prior to termination.

Q. New Employee Work Eligibility Status

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108

R. Project Managers

The Project Manager for each party to this agreement shall be as follows. The Project Manager may be changed by any agency upon written notification.

NDEQ
Mary Schroer
Source Water Coordinator/
Watershed Planning Specialist
Planning Unit
402-471-6988

Sponsor
Mr. Mark Wayne
Sarpy County Administrator
Sarpy County
(402) 593-2347

III. SIGNATORIES TO THE INTERGOVERNMENTAL AGREEMENT

NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY

BY: Thomas R. Lamberson

TITLE: Deputy Director

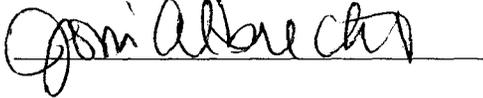


DATE: October 14, 2010

Sarpy County

BY: Joni Jones Albrecht

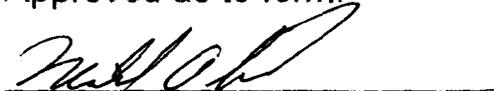
TITLE: Commissioner



DATE: 10/26/2010

FEDERAL TAX ID NUMBER: 47-6006504

Approved as to form:


County Attorney

ATTACHMENT A

STORM WATER MANAGEMENT PLAN PROGRAM 2010 WORKPLAN

From the Sarpy County (Sponsor)
Regarding Implementation of the
Storm Water Management Plan for Permit NER210007

CONTACT INFORMATION

PROJECT MANAGER NAME Mark Wayne		TITLE Sarpy County Administrator
STREET ADDRESS 1210 Golden Gate Drive		E-MAIL ADDRESS markw@sarpy.com
CITY / STATE / ZIP CODE Papillion, NE. 68046		PHONE NUMBER 402-593-2347
AWARD AMOUNT \$112,113	MATCH AMOUNT \$22,423	PROJECT END DATE June 30, 2011

ACTIVITY ELEMENTS & TIMELINE

	Minimum Control Measure	Section/Subsection and Activity Element Description from Approved SWMP	Cost (percentage of grant)	Expected Completion Date
1	Public Education and Outreach	1A. Create and distribute informational brochures on proper disposal of household hazardous waste and availability of the Household Hazardous Waste Facility	1%	6-30-2012
2	Public Participation & Involvement	2C. Implement a stream clean-up day.	1%	6-30-2012
3	Public Participation & Involvement	2F. Organize public meetings, conferences and workshops to address water quality and storm water management. Incorporate elements into comprehensive plan.	2%	6-30-2012
4	Illicit Discharge Detection and Elimination	3G. Create interdepartmental SOP's with respect to spills, dumping and illegal disposal impacting the MS4 and incorporate them into the comprehensive plan.	2%	6-30-2012
5	Construction Site Runoff Control	4C. Develop a list of regulations and design specifications for controlling erosion, sediment loss and other TMDL pollutants from construction sites of 1 acre or more and incorporate them in the comprehensive plan.	2%	6-30-2012

ACTIVITY ELEMENTS & TIMELINE

	Minimum Control Measure	Section/Subsection and Activity Element Description from Approved SWMP	Cost (percentage of grant)	Expected Completion Date
6	Post-Construction Runoff Control	5B. Develop a list of structural BMPs that reduce the impact of urbanization on storm sewer run-off and improve water quality. Incorporate them into the comprehensive plan.	1%	6-30-2012
7	Post-Construction Runoff Control	5E. Implement strategies which include a combination of structural and non-structural BMPs appropriate for the watershed, which will address potential TMDL pollutants of concern.	90%	6-30-2012
8	Pollution Prevention/Good Housekeeping	6C. Continue to manage training for employees to prevent pollutant runoff from municipal operations.	1%	6-30-2012

Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046-2895
593-4155

www.sarpy.com

ADMINISTRATOR Mark Wayne

DEPUTY ADMINISTRATOR Scott Bovick

FISCAL ADMIN./PURCHASING AGT. Brian Hanson



COMMISSIONERS

Rusty Hike District 1
Joni Albrecht District 2
Tom Richards District 3
Jim Nekuda District 4
Rich Jansen District 5

MEMO

To: Sarpy County Board

From: Lisa A. Haire

Re: 2010 Storm Water Management Plan Program Grant Award

On October 26, 2010 the County Board will be asked to authorize the Chairperson to sign the attached 2010 Storm Water Management Plan Program Grant Award.

The Nebraska Legislature passed LB1226 in 2006, which established the Storm Water Management Plan Program to provide funding to cities and counties with Storm Water permits to implement their local Storm Water Management Plans (SWMPs). Sarpy County was awarded \$112,113.

Please do not hesitate to contact Mark Wayne if you have comments or questions.

October 22, 2010

Lisa A. Haire

593-1565

cc: Mark Wayne
Brian Hanson
Scott Bovick
Rebecca Horner
Deb Houghtaling