

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

**RESOLUTION AUTHORIZING THE CHAIRMAN TO SIGN THE GRANT AWARD FOR THE 2011 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.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 8<sup>th</sup> day of November, 2011.

*Tom Richard*

Sarpy County Board Chairman



ATTEST:

*Debra A. Houghtaling*

Sarpy County Clerk



**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

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website: [www.deq.state.ne.us](http://www.deq.state.ne.us)

November 1, 2011

Commissioner Tom Richards  
Sarpy County  
1210 Golden Gate Drive, Suite 1116  
Papillion, NE 68046

## **RE: 2011 Storm Water Management Plan (SWMP) Program – Intergovernmental Agreement**

Dear Commissioner Richards:

Thank you for submitting an application for grant funding from the 2011 Storm Water Management Plan Program. After review of all the program applications, the Sarpy County is being awarded **\$113,169** for implementation of your SWMP.

Requirements and restrictions:

- This money must only be used to implement the elements of your current and NDEQ approved SWMP associated with your NPDES MS4 permit (including any amendments).
- 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 **\$22,634**.
- The grant award and your cash match must be kept together in their own account.
- This money must be expended within the timeframe of this grant term.
- Annual reports must be submitted yearly for the duration of the project. The annual reporting period is July 1 – June 30<sup>th</sup> of each year with reports being due by July 31<sup>st</sup>. I will email the reporting guidance and form to Lisa Haire.

Enclosed is the original copy of the Intergovernmental Agreement for this grant. Please submit the signed original agreement to me, making a copy for your files, by **3pm Friday, December 30th**.

You will receive full payment of the grant amount, **\$113,169**, within 30 working days of receipt of the signed Intergovernmental Agreement and being current on all grant reporting from previous stormwater grants. 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](mailto:mary.schroer@nebraska.gov).

Sincerely,

*Mary Schroer*

Mary Schroer  
Source Water / Watershed Planning Specialist

CC: Mark Wayne, Lisa Haire

**INTERGOVERNMENTAL AGREEMENT**  
**Between the**  
**Nebraska Department of Environmental Quality**  
**and**  
**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 (NPDES) requirements; and

WHEREAS, grant funds of **\$ 113,169** and a nonfederal match of at least **\$22,634** are to be used to implement the activities identified in the Sponsor's NPDES Municipal Separate Storm Sewer System permit.

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, 2011** and will remain in effect until **June 30, 2013** unless either terminated under §P or extended by amendment under §E of this Intergovernmental Agreement.

**II. CONDITIONS OF AGREEMENT**

**A. General Conditions**

1. The Sponsor agrees to submit annual progress reports to the NDEQ by July 31<sup>st</sup>. These reports shall address project activity for the previous state fiscal year, which runs from July 1<sup>st</sup> – June 30<sup>th</sup>, and contain the following components:
  - a. Progress to date;
  - b. Financial report of the money spent on each NPDES Municipal Separate Storm Sewer permitted activity;
  - 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 3 copies of outreach material (printed or other media) produced under this grant shall be provided to the NDEQ, with the final report, unless otherwise specified.
7. A final project report must be submitted to NDEQ within 30 days after the end date of this agreement. The report must identify, in detail, the activities funded, the NPDES Municipal Separate Storm Sewer System permit category the activity is listed under, and the amount (in dollars) of funds spent in each category.

**B. Statement of Costs**

The Sponsor will submit, with their annual report, a detailed cost documentation of actual project expenses. For purposes of this agreement, expenditures and match claims shall be related to the activities identified in the Sponsor's NPDES Municipal Separate Storm Sewer System permit. 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 except that payment may be withheld if sponsor has failed to meet the requirements of prior agreements made pursuant to the requirements of §46-2,139. The NDEQ shall not be held responsible for delays in payment, due to causes beyond its control.
2. The Sponsor must make expenditures only for activities identified in the Sponsor's NPDES Municipal Separate Storm Sewer System permit.
3. The total amount of payments under this Agreement shall not exceed **\$113,169**.

**D. Work Description**

This Agreement encompasses the activities identified in the Sponsor's NPDES Municipal Separate Storm Sewer System permit.

**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 Municipal Separate Storm Sewer System permit, 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](http://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.

<u>NDEQ</u>	<u>Sponsor</u>
Mary Schroer	Mr. Mark Wayne
Source Water Coordinator/ Watershed Planning Specialist	Sarpy County Administrator
Planning Unit	Sarpy County
402-471-6988	(402) 593-2347

**III. SIGNATORIES TO THE INTERGOVERNMENTAL AGREEMENT**

By signature on this document, the Sponsor certifies that all funds spent will be utilized for activities identified in the Sponsor's Municipal Separate Storm Sewer System permit.

**NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY**

BY: Thomas R. Lamberson

TITLE: Deputy Director

Thomas R. Lamberson

DATE: October 27, 2011

Sarpy County

BY: Tom Richards

TITLE: Commissioner

11/8/2011

DATE: Tom Richards

FEDERAL TAX ID NUMBER: 47-6006504

# *Sarpy County Board of Commissioners*

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

[www.sarpy.com](http://www.sarpy.com)

ADMINISTRATOR Mark Wayne

DEPUTY ADMINISTRATOR Scott Bovick

FISCAL ADMIN./PURCHASING AGT. Brian Hanson



## COMMISSIONERS

Rusty Hike District 1  
Jim Thompson District 2  
Tom Richards District 3  
Jim Nekuda District 4  
Jim Warren District 5

## MEMO

To: Sarpy County Board

From: Lisa A. Haire

Re: 2011 Storm Water Management Plan Program Grant Award

On November 8, 2011 the County Board will be asked to authorize the Chairman to sign the attached Storm Water Management Plan (SWMP) 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. Sarpy County was awarded \$113,169 for the 2011 grant year.

There is a 20% match of \$22,634 required which is met with payments to the Papio Watershed Partnership.

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

November 4, 2011

Lisa A. Haire

593-1565

cc: Mark Wayne  
Brian Hanson  
Scott Bovick  
Bruce Fountain  
Deb Houghtaling