Nebraska Emergency Management Agency

2008 Grant Adjustment Notice
for
Lincoln Metropolitan Medical Response System

Date of Award
10/5/2011

1. Sub-Recipient Name and Address	**2. Prepared by:** *Hergenrader, Mardell*	**3. Award Number:** 08-SR 16531-02
Lincoln Metropolitan Medical Response System 3140 N St Lincoln, NE 68510	**4. Federal Grant Information**	
	Federal Grant Title:	**Homeland Security Grant Program**
	Federal Grant Award Number:	2008-GE-T8-0054
	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	**2008 Metropolitan Medical Response System**
$321,221.00	**Performance Period:** FROM Sep 1, 2008 – Feb 28, 2012

6. Statutory Authority for Grant: This project is supported under Public Law 108-334, the Department of Homeland Security Appropriations Act of 2008.

7. Method of Payment: Primary method is reimbursement through the on-line Nebraska Grant Management System.

8. Debarment/Suspension Certification: By signing in block 10 below, the sub-recipient official certifies that any contractors utilized are not listed on the excluded parties listed system at http://www.epls.gov.

9. Agency Approval

Approving NEMA Official:	**Signature of NEMA Official:**
Al Berndt Assistant Director	**Date:**

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Typed name and title of Authorized Sub-Recipient official:	**Signature of Authorized Sub-Recipient Official:**
Chris Beutler Mayor of Lincoln	

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:	**12. Date Signed :**
47-6006256	

13. DUE DATE: **11/19/2011**

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

GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT (NEMA) HOMELAND SECURITY GRANT PROGRAM (HSGP)	**Grant Adjustment Notice For** Lincoln Metropolitan Medical Response System

AWARD NUMBER: 08-SR 16531-02

SPECIAL CONDITIONS

1) This Sub award is subject to the FY2008 Homeland Security Grant Program Guidelines and Application Kit. The Guidelines and Kit can be accessed at http://www.ojp.gov/fundopps.htm. The National Preparedness Directorate (NPD) periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. NDP's Information Bulletins can be accessed at http://www.ojp.usdoj.gov/odp/docs/bulletins.htm and are incorporated by reference into this Sub award. This Sub award is also subject to the current Nebraska Homeland Security Grant Program (HSGP) Grant Instructions, the Federal Grant Award and to the grant guidance imposed upon NEMA by DHS. The Nebraska Grant Instructions are intended to complement rather than replace the Federal Program Guidelines published by the NPD and are incorporated by reference into this Sub-award together with the attached Special Conditions.

2) **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.

3) **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.

4) 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. Sub-recipient agrees to make no request for reimbursement prior to return of this signed agreement.

5) 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.

6) Sub-recipient shall comply with all applicable laws, regulations and program guidance. A nonexclusive list of regulations commonly applicable to DHS grants are listed below, including the guidance:
   A. Administrative Requirements
      1. OMB Circular A-102, State and Local Governments (10/07/94, amended 08/29/07) (44CFR Part 13)
      2. OMB Circular A-110, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (11/19/93,amended 09/30/99) (2 CFR Part 215)
   B. Cost Principles
      1. OMB Circular A-87, State and Local Governments (05/10/04)
      2. OMB Circular A-21, Educational Institutions (5/10/04)
      3. OMB Circular A-122, Non-Profit Organizations (5/10/04)
   C. Audit Requirements
      1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (6/24/97, includes revisions published in the Federal Register 6/27/03)

7) 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.

8) Prior to disbursement of any FY2008 grant funds, subgrantee will have:
   a. FY2008 5-year Training and Exercise Calendar submitted to NEMA
   b. Current County Local Emergency Operations Plan (L.E.O.P)
   c. NIMS Cast has been completed for 2008.
   d. Complete the FY2008 Homeland Security Work Plan

9) County/Counties located within a Region will not be allowed to receive any FY2008 grant funds for projects located within the county/counties, if the County is not current on prior and current year DHS/FEMA program requirements. The recipient/ sub-recipient is not allowed to receive or expend funds in support of non-compliant county/counties within the Region.

10) **NON-SUPPLANTING CERTIFICATION:** By signing in block 10 of Sub-Recipient Agreement, the sub-recipient official certifies federal funds will be used to *supplement* existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

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) 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) The recipient may only fund Investments that were included in the FY 2008 Investment Justification that was submitted to DHS/FEMA and evaluated through the peer review process.

14) Sub-recipient agrees to comply with all reporting requirements and shall provide such information as required to NEMA for reporting as noted in the 2008 Federal Grant Guidelines. Jurisdiction is required to complete and submit the Biannual Strategy Implementation Report (BSIR) each July 15 and January 15 until the end of the grant. The report will include a narrative summary on the progress of each project. A final BSIR is due 90 days after the end of the grant award period. The BSIR is accessed through the on line Grant Reporting Tool at www.reporting.odp.dhs.gov. Failure to complete the BSIR will be considered a non-compliance issue and may result in grant funds being frozen.

15) A-133 REPORTING REQUIREMENT: Sub-recipient must prepare and submit quarterly financial 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.

16) 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 review, compliance and program 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.

17) 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, and non-performance.

18) 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 an invoice to recover the unused funds.

19) Sub-recipient agrees to retain all grant records for this, and any federal grants, for three years after they are notified by NEMA the grant has been closed by DHS/FEMA.

20) Sub-recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, to lobby in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.

21) When implementing the Office of Grant Programs Directorate (GPD) 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 GPD funded activities.

22) 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 FEMA's Grant Programs Directorate, 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 FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security.' The recipient also agrees that, when practicable, 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) No communication equipment can be purchased until approved by the Nebraska Office of the CIO. This will require attendance at the 2009 Exercise Planning/Communication Workshop and the development of a Network Communication Integration Plan for approval.

24) Title to equipment costing $5,000 or more and acquired by the sub-grantee with funds provided under this award shall vest in the sub-grantee. When the equipment is no longer needed by the sub-grantee and the per unit fair market value is less then $5,000, the sub-grantee 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 sub-grantee must submit a written request to NEMA, for disposition instructions.

25) 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.

26) 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.

27) Sub-recipient acknowledges that GPD 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 GPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

28) To the extent that recipients of a grant use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extend practicable.

29) Sub-recipients must implement the National Incident Management System (NIMS) at the local level. Grant recipients should still complete the following other four aspects of this task no later than October 1, 2008:*(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).*

30) Sub-recipients must maintain an updated inventory of equipment purchased through this grant program.

31) All Communication projects involving towers and tower buildings cannot be expended until the project is approved by DHS/FEMA. NEMA will coordinate the approval process and sub-grantee agrees to provide all documents required.

32) Recipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.