



GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT (NEMA)  
FY2010 HOMELAND SECURITY GRANT PROGRAM (HSGP)  
FY2010 URBAN AREA SECURITY INITIATIVE (UASI)

AWARD NUMBER: 2010-SS-T0-0013  
CFDA # 97.067

SPECIAL CONDITIONS

1) This Sub award is subject to the FY2010 Homeland Security Grant Program Guidelines and Application Kit. The Guidelines and Grant Programs Directorate (GPD) periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. GPD'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 GPD and are incorporated by reference into this Sub-award together with the attached Special Conditions.

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) 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. 44 CFR Part 13, Uniform Administrative requirements for Grants and Cooperative Agreements State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB A-110)
3. 2 CFR Part 180 "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)" <http://www.epls.gov>

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local and Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions OMB Circular A-21
3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations OMB Circular A-122
4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

4) 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>.

- 5) Prior to disbursement of any FY2010 grant funds, local sub-grantee will have:
- a. FY2010-5-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 2010.
  - d. Complete the FY2010 State Homeland Security Grant Work Plan

6) County/Counties located within a Region will not be allowed to receive any FY2010 grant funds for projects located within the county/counties, if the County is not current on prior and current year DHS/FEMA/NEMA program requirements. The recipient/sub-recipient will not be allowed to receive or expend funds in support of non-compliant county/counties within the Region.

7) **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.

8) 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.

9) 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.

10) The recipient may only fund Investments that were included in the FY 2010 Investment Justifications that were submitted to DHS/FEMA and evaluated through the peer review process.

11) Sub-recipient agrees to comply with all reporting requirements and shall provide such information as required to NEMA for reporting as noted in the 2010 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](http://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.

12) 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.

13) 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.

14) 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.

15) 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.

16) When implementing the Department of Homeland Security 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.

17) 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.

18) No communication equipment can be purchased until approved NEMA.

19) 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 than \$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.

20) 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.

21) 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.

22) Sub-recipient acknowledges that DHS 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.

23) 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 extent practicable.

24) Sub-recipients must maintain an updated inventory of equipment purchased through this grant program. Approved inventory record form is available at <http://www.nema.ne.gov/grants>. (44 CFR 13.32 (1))

25) 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.

26) The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects 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. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.