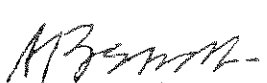
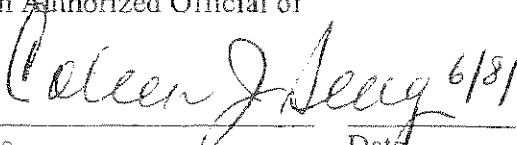


## SUB-GRANT AWARD AGREEMENT

Attachment 1

Grantee	Sub-Grantee
<b>Organization:</b> Name: <b>Nebraska Emergency Management Agency (NEMA)</b> Address: <b>1300 Military Road            Lincoln, NE 68508</b>	<b>Organization:</b> Name: <b>City of Lincoln</b> Address <b>555 S. 10<sup>th</sup> Street            Lincoln, NE 68508</b>
	<b>REC'D JUN 14 2005</b>
	Sub-grantee No. <b>2005-GE-T5-0020 MMRS</b>
<b>Awarding Agency: NEMA</b>	<b>CFDA No. 97.067</b>
<b>Sub-grantee Period of Performance:</b> <b>10/01/2004 to 03/31/2007</b>	<b>Amount Funded this Action:</b> <b>\$227,592.00</b>
<b>Project Title:</b> <b>Fiscal Year 05 Homeland Security Grant Program, Metropolitan Medical Response System (MMRS)</b>	
<b>Terms and Conditions</b>	
<ol style="list-style-type: none"> <li>1) All requests for payment shall include current and cumulative costs, sub-grant number, and certifications as to truth and accuracy of the request. Requests that do not reference the sub-grant number shall be returned to the sub-grantee. Requests for payment and questions concerning receipts and payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3.</li> <li>2) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this sub-award agreement should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3. Any such changes made to this sub-grant agreement require the written approval of each party's Authorized Official, as shown in Attachment 3.</li> <li>3) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.</li> <li>4) The Sub-grant is subject to the terms and conditions of the Grant and other special conditions, as identified in Attachment 2.</li> <li>5) By signing below the Sub-Grantee makes the certifications and assurances shown in Attachment 1.</li> <li>6) The Sub-Grant is approved subject to such special conditions as are set forth in Attachment 2.</li> </ol>	
<b>By an Authorized Official of NEMA</b>   Name <b>Al Berndt</b> Title: Assistant Director	<b>By an Authorized Official of</b>   Name <b>Colleen J. Seery</b> Title: Mayor Date <b>6/8/05</b>
Name <b>Al Berndt</b> Title: Assistant Director	Name <b>Colleen J. Seery</b> Title: Mayor Date <b>6/8/05</b>

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MAYORS OFFICE

Lincoln MMRS

Attachment 2

*Special Conditions*

1. The Sub-Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The Sub-Grantee agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19. The U.S. Audit Act requires that non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single audit conducted in accordance with OMB A-133.200 Subpart B (b) except when they elect to have a program-specific audit conducted in accordance with paragraph (c) of Section A-133. A copy of these audits must be sent to NEMA thirty (30) days upon receipt by the sub-grantee. (see OMB Circular A-133).
3. The Sub-Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of ODP.
4. The Sub-Grantee further agrees to comply with the standards put forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.
5. The Sub-Grantee agrees that federal funds under this award will be used to supplement, but not supplant, state or local funds for homeland security preparedness.
6. The Sub-Grantee agrees to comply with the Program Requirements set forth in Chapter XI of the U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, "Office of Domestic Preparedness Fiscal Year 2005 Homeland Security Grant Program Guidelines and Application Kit".
7. The Sub-Grantee must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The Sub-Grantee 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 State and Local Government Coordination Preparedness (SLGCP) funded activities.
8. The Sub-Grantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the Office of State and Local Government Coordination and Preparedness (SLGCP), United States Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of SLGCP or the U.S. Department of Homeland Security."
9. The Sub-Grantee 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."
10. The Sub-Grantee 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.
11. 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 SLGCP prior to obligation or expenditures of such funds.
12. The Sub-Grantee acknowledges that SLGCP reserves a royalty-free, non-exclusive 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 subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support. The Sub-Grantee agrees to consult with SLGCP regarding the allocation of any patent rights that arise from, or are purchased with this funding.

Lincoln MMRS

Attachment 2

13. The Sub-Grantee agrees to only purchase equipment that has been approved by the Department of Justice as eligible for this award. The eligible equipment list can be accessed at <http://www2.rkb.mipt.org>.
14. Prior approval by NEMA of any changes of this award will be required. Approval for changes must be requested of the Grant Administrator and will be awarded only when written or email verification is sent.
15. Sub-grant agreements will not be terminated except by circumstances beyond the control of either NEMA or the sub-grantee, by mutual agreement or material breach of the agreement by the Sub-grant recipient. Failure of the Sub-Grantee to comply with any terms and conditions of the grant agreement shall be deemed a material breach of the grant agreement. After failure of the Sub-Grantee to remedy such breach within thirty days after written notice from NEMA, NEMA shall have the right to terminate the agreement.
16. 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.
17. The Sub-grantee agrees to submit semi-annual reports no later than 30 July and 30 January during the performance period to include completion progress of the Program Requirements as set forth in Chapter XI of the U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, "Office of Domestic Preparedness Fiscal Year 2005 Homeland Security Grant Program Guidelines and Application Kit".
18. The recipient agrees to submit a final performance report to include completion progress of the Program Requirements as set forth in Chapter XI of the U.S. Department of Homeland Security, Office of State and Local Government Coordination and Preparedness, "Office of Domestic Preparedness Fiscal Year 2005 Homeland Security Grant Program Guidelines and Application Kit".
19. The recipient agrees to validate completion of previously identified baseline deliverables and other previous activities supported by MMRS federal funding.

Lincoln MMRS

Attachment 3

REC'D JUN 14 2005

NEMA Contacts	Sub-Grantee Contacts
<p style="text-align: center;">Authorized Official</p> <p>Name: Al Berndt</p> <p>Address: 1300 Military Road Lincoln, NE 68508-1090</p> <p>Telephone: 402 471-7410</p> <p>Fax: 402 471-7433</p> <p>Email: al.berndt@ne.ngb.army.mil</p>	<p style="text-align: center;">Authorized Official</p> <p>Name: MAYOR COLEEN SENG C/O RICHARD D. HOPPE</p> <p>Address: 555 110TH SUITE 208 LINCOLN NE 68508</p> <p>Telephone: 402-441-7511</p> <p>Fax: 402-441-7120</p> <p>Email: RHOPPE@LINCOLN.NE.GOV</p>
<p style="text-align: center;">Administrative Contact</p> <p>Name: Mardell Hergenrader</p> <p>Address: 1300 Military Road Lincoln, NE 68508-1090</p> <p>Telephone: 402-471-7413</p> <p>Fax: 402-471-7433</p> <p>Email: mardell.hergenrader@ne.ngb.army.mil</p>	<p style="text-align: center;">Administrative Contact</p> <p>Name: DANIEL HUSE</p> <p>Address: LINCOLN LANCASTER COUNTY HEALTH DEPT 3140 N ST. LINCOLN, NE 68510</p> <p>Telephone: 402-441-3897</p> <p>Fax: 402-441-6205</p> <p>Email: DHUSE@LINCOLN.NE.GOV</p>
<p style="text-align: center;">Financial Contact</p> <p>Name: Deb Simpson</p> <p>Address: 1300 Military Road Lincoln, NE 68508-1090</p> <p>Telephone: 402-471-7214</p> <p>Fax: 402-471-7433</p> <p>Email: deb.simpson1@ne.ngb.army.mil</p>	<p style="text-align: center;">Financial Contact</p> <p>Name: KATHY COOK</p> <p>Address: LINCOLN LANCASTER HEALTH DEPT 3140 N ST LINCOLN NE 68510 #574243</p> <p>Telephone: 402-441-8092</p> <p>Fax: 402-441-6229</p> <p>Email: KCOOK@LINCOLN.NE.GOV</p>

## Reporting and Payment Requirements

Attachment 4

2005

## Reporting Requirements:

1. A copy of each invoice received by the Sub-grantee will be sent to the NEMA Grant Administrator as proof of actual price.
2. The Sub-Grantee will send a copy of the invoice and the budget worksheet to the NEMA Grant Administrator. All equipment on the invoices will be cross-referenced with the budget worksheet.
3. The NEMA Grant Administrator will compare the invoice to the approved equipment list and process the payment with the NEMA fiscal officer.
4. The payment will be sent to the Sub-grantee in the form of electronic transfer. If your jurisdiction does not have an account with the State of Nebraska, fill out the ACH Enrollment form (Attachment 5) and return to the Grantee Administrator with the signed award document and the copy of Attachment 3. If a paper check is desired for amounts under \$75,000, please contact Jackie Maly, Federal Aid Administrator for NEMA, to make arrangements.
5. We anticipate that the transfer of money from the State will be processed and received before the invoice becomes due, so the Sub-grantee will not be required to front any money.
6. 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. A final BSIR is due 115 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).

## STATE OF NEBRASKA



Dave Heineman  
Governor

EMERGENCY MANAGEMENT AGENCY

BO Timothy J. Kadavy

Director

1000 Military Road

Lincoln, Nebraska 68508-1000

Phone: (402) 471-7411

April 8, 2008

Chris Beutler, Mayor  
City of Lincoln  
555 S. 10<sup>th</sup> Street  
Lincoln, NE 68508

Subject: Fiscal Year Homeland Security Grant Program  
Metropolitan Medical Response System (MMRS) Grant Adjustment Notice

Dear Mayor Beutler:

The City of Lincoln is being asked to sign a 2005 Grant Adjustment Notice extending the performance period to January 31, 2009, with the full period of performance indicated as October 1, 2004 to January 31, 2009. The original FY 2005 grant for the Lincoln Metropolitan Medical System, with a performance period of October 1, 2004, to March 31, 2007, was signed by Mayor Coleen Seng on June 8, 2005. Last year, when the performance period was extended from March 31, 2007, to March 31, 2008, by the federal government, NEMA did not issue a grant adjustment notice. Instead, the period of performance was changed in the grant management system.

Respectfully,

A handwritten signature in black ink, appearing to read "Al Berndt".

Al Berndt  
Assistant Director





## Nebraska Emergency Management Agency

### 2005 Grant Adjustment Notice for

### *Lincoln Metropolitan Medical Response System*

Date of Award

4/8/2008

<b>1. Sub-Recipient Name and Address</b>		<b>2. Prepared by:</b> <i>Hergenrader, Mardell</i>	<b>3. Award Number:</b> 05-SR 16531-03
Mayor Chris Beutler Lincoln Metropolitan Medical Response System NE		<b>4. Federal Grant Information</b>	
		<b>Federal Grant Title:</b> Homeland Security Grant Program	
		<b>Federal Grant Award Number:</b> 2005-GE-T5-0020	
		<b>Federal Granting Agency:</b> Grant Programs Directorate Federal Emergency Management Agency U.S. Department of Homeland Security	
<b>5. Award Amount and Grant Breakdowns</b>			
<b>Total Award Amount</b>  \$227,592.00	<b>2005 Metropolitan Medical Response System</b>  Performance Period: FROM Oct 1, 2004 – Jan 31, 2009		
<b>6. Statutory Authority for Grant:</b> This project is supported under Public Law 109-90, the Department of Homeland Security Appropriations Act of 2006.			
<b>7. Method of Payment:</b> Primary method is reimbursement. See the enclosed instructions for the process to follow in the submission of invoices.			
<b>8. Debarment/Suspension Certification:</b> The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at <a href="http://www.epls.gov">http://www.epls.gov</a> .			
<b>9. Agency Approval</b>			
<b>Approving NEMA Official:</b>  Al Berndt Assistant Director		<b>Signature of NEMA Official:</b>    <b>Date:</b> <i>9 April 2009</i>	
<b>10. Sub-Recipient Acceptance</b>			
<b>I have read and understand the attached Terms and Conditions.</b>			
<b>Type name and title of Authorized Sub-Recipient official:</b>		<b>Signature of Sub-Recipient Official:</b>	
<b>11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:</b>			<b>12. Date Signed :</b>
<b>13. DUE DATE:</b> 			
Signed award and Direct Deposit Form (if applicable) must be returned to NEMA on or before the above due date.			

**NEBRASKA EMERGENCY MANAGEMENT  
AGENCY (NEMA)**

**HOMELAND SECURITY GRANT  
PROGRAM (HSGP)**

**Grant Adjustment Notice  
For**

Lincoln Metropolitan Medical Response System

**AWARD NUMBER:** 05-SR 16531-03

***SPECIAL CONDITIONS***

- 1) **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.
- 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) 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.
- 4) Sub-recipient agrees to comply with the applicable financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide located at <http://www.ojp.usdoj.gov/oc/> and OMB Circular A-87.
- 5) 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>.
- 6) Sub-recipient agrees to make no request for reimbursement prior to return of this agreement and signed by the authorized sub-recipient representative.
- 7) 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.
- 8) Prior to disbursement of any FY2005 grant funds, subgrantee will have:
  - a. FY2004 5-year Training and Exercise Calendar submitted to NEMA
  - b. FY2005 5-year Training and Exercise Calendar submitted to NEMA
  - c. Current County Local Emergency Operations Plan (L.E.O.P)
- 9) Sub-recipient agrees to comply with the U.S. Department of Homeland Security Fiscal Year 2005 Homeland Security Grant Program Guidelines and Application Kit and the Notice of Award from ODP to NEMA.
- 10) Sub-recipient agrees to monitor the activities of program participants as necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that the performance goals are achieved.
- 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](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.
- 13) Sub-recipient agrees to comply with all reporting requirements and shall provide such information as required to NEMA for reporting as noted in the 2005 Federal Grant Guidelines. All sub-recipients are required to complete and submit the Biannual Strategy Implementation Report (BSIR) each July 15 and January 15 until the end of the grant. A final BSIR is due at the time the grant is closed. The BSIR is accessed through the on-line Grant Reporting Tool at [www.reporting.odp.dhs.gov](http://www.reporting.odp.dhs.gov).
- 14) Sub-recipient must prepare and submit quarterly performance 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.



- 15) 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 audit and compliance 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.
- 16) 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.
- 17) 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 a new GAN to de-obligate the unused funds..
- 18) Sub-recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of ODP.
- 19) The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the Fiscal Year 2005 Homeland Security Grant Program Guidelines and Application Kit and must support the goals and objectives included in the State Homeland Security Strategy and the Urban Area Homeland Security Strategies.
- 20) When implementing the Office of State and Local Government Coordination and Preparedness (SLGCP) 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 SLGCP funded activities.
- 21) 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 the SLGCP, 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 SLGCP or the U.S. Department of Homeland Security.'
- 22) The sub-recipient agrees that 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) Title to equipment costing \$5,000 or more and acquired by the subgrantee with funds provided under this award shall vest in the subgrantee. When the equipment is no longer needed by the subgrantee and the per unit fair market value is less than \$5,000, the subgrantee 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 subgrantee must submit a written request to NEMA, for disposition instructions.
- 24) 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.
- 25) 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.
- 26) Sub-recipient acknowledges that SLGCP 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 SLGCP regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- 27) Sub-recipient shall provide the assurances required by ODP. Failure to comply may result in the withholding of funds, termination of the award or other sanctions.

- 28) Sub-recipients must implement the National Incident Management System (NIMS) at the local level. The requirement to train personnel on the IS-700 course, National Incident Management System (NIMS), An Introduction, has been extended into FY 06. Grant recipients should still complete the following other four aspects of this task no later than October 1, 2005: *(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).*
- 29) Sub-recipients must maintain an updated inventory of equipment purchased through this grant program.
- 30) Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

Jurisdiction information