



LOWER PLATTE SOUTH natural resources district

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Memorandum

Date: December 13, 2023
To: Finance and Planning Subcommittee
From: Mike Sousek, General Manager
RE: Finance & Planning Subcommittee Meeting Minutes

The Finance and Planning Subcommittee met in person at the District Office on Tuesday, December 12, 2023, at 12:10PM. There were two agenda items for consideration. Directors on the committee in attendance included Chelsea Johnson, Ken Vogel, Luke Peterson, Deborah Eagan, Ray Stevens, and Bob Andersen. Directors absent included Christine Lamberty and Melissa Baker. Chair Landis, Corey Wasserburger, Dave Potter, Chris Barber, and Mike Sousek were also in attendance. Guests from the public included Stephen Henrichsen and Nicole Fleck-Tooze.

A. Land Purchase Negotiation with Solidago Conservancy [Action]

As discussed at the previous Finance & Planning Subcommittee meeting on November 7th, the City of Lincoln has been trying to acquire a parcel of ground containing approximately 154 acres north of current city limits. The city is planning for a community park at the location with an active park site and 85+ acres of conservation land. The City Parks and Recreation Department approached the NRD on a land proposal. There is approximately 11.0 acres set aside for a public agency office site in the proposed parkland development and the city wants the NRD as a neighbor.

This parcel of ground has long been sought after by the city but has been out of reach until recently. The family is now considering selling the property. It has been appraised and the city would like to have a public agency on site to serve as a permanent resident. With our interest and work in the Little Salt Creek Watershed and Saline Wetlands, and with our current property/maintenance yard located at 9600 N. 27th, the city has presented a land opportunity to LPSNRD for future construction of a new office building/complex. Arbor Road is hard surfaced and there is city water and sewer near the property. City Parks and Recreation has drafted up a conceptual plan illustrating ball fields and trails.

LPSNRD has a growing need for expansion – office space, meeting space, parking, maintenance and operation facilities, and storage. If LPSNRD was to purchase the 11.09 acres, the site could be used for a new office building with room to expand and consider another tenant agency. There could be other buildings constructed on the site, including an educational building that would possibly be leased out with plenty of parking.

At their meeting on November 17th, with interest in pursuing the land opportunity, the Board of Directors authorized the general manager to negotiate a land purchase agreement with Solidago Conservancy. Solidago would be the purchasing agent for the city and the NRD.

One concern raised by the Board at that meeting was whether the land will be annexed and provided city utilities. Steve Henrichsen with the Lincoln/Lancaster County Planning Department was present to discuss logistics regarding the property and future utilities. Steve also described the process needed to annex the property into city limits. The concerns that were brought up during the Nov. 17th meeting were discussed with satisfactory outcomes on all fronts.

Nicole Fleck-Tooze, Executive Director with Solidago Conservancy, and her team prepared an agreement for the purchase of 11.09 acres from Solidago. The Conservancy will negotiate and purchase the ground and allow the NRD to buy the specific tract of land and the City of Lincoln to purchase the remaining acres. The city will also utilize other funding sources to assist in the purchase, including donors, Union Bank & Trust, Section 6 USFW Endangered Species Acquisition Funds, and the Saline Wetlands Conservation Partnership. Nicole Fleck-Tooze was at the subcommittee meeting to present the proposed agreement.

It was motioned by Director Vogel, seconded by Director Eagan to recommend to the board of directors to commit to entering into a contingent purchase agreement consistent with the draft agreement presented to the board with Solidago with final purchase agreement to be entered into once Solidago has a contract to secure the said property. Motion passed unanimously.

B. BRIC Grant Agreement [Action]

Lower Platte South NRD approved an update of the Multi-Jurisdictional Hazard Mitigation Plan in 2020. The Hazard Mitigation Plan (HMP) details LPSNRD and participating community actions in the event of various natural disasters. Having a HMP is a requirement for a community to take advantage of grant funding from FEMA for mitigation projects. The HMP is updated every five years and LPSNRD has a principal role in its development. The 2020 LPSNRD Multi-Jurisdictional Hazard Mitigation Plan can be found at <https://www.lpsnrd.org/publications/lpsnrd-plans-studies>.

With the HMP update required in 2025, LPSNRD prepared a proposed timeline for the project in the fall of 2022 and then applied to the Building Infrastructure and Communities (BRIC) grant program through Nebraska Emergency Management Agency (NEMA) in December 2022, anticipating a nine-month review period. The BRIC grant would provide Federal funding of 75% cost-share for the update by FEMA. The application went through review and staff worked with NEMA to provide additional information required with changes in the program after the application was submitted to FEMA.

LPSNRD received notice on December 6th that our BRIC grant application has been approved by FEMA (see attached agreement). The estimated total cost of the HMP update is \$120,000, with 75% or \$90,000 coming from FEMA and 25% or \$30,000 from LPSNRD. The BRIC Grant Agreement will also include management reimbursement up to \$6,000. Once the agreement is approved by the Board, LPSNRD will begin the procurement process to get a consultant hired. Since the grant application was just recently approved, the HMP timeline will be adjusted, with a consultant selected in January and the HMP update beginning in February 2024.

It was motioned by Director Vogel, seconded by Director Stevens to recommend to the board of directors to approve the BRIC Grant Agreement between Nebraska Emergency Management Agency and the LPSNRD for the LPSNRD Multi-Jurisdictional Hazard Mitigation Plan update and have the General Manager sign said agreement. Motion passed unanimously.

C. 2024 Board Planning Retreat *[update]*

The LPSNRD Board Planning Retreat is scheduled for February 2-3, 2024, at the Lied Conference Center in Nebraska City.

MJS

cc: Dave Landis
Dave Potter
Chris Barber
Donna Reid

GRANT AGREEMENT
Between
Nebraska Emergency Management Agency (NEMA)
And
Lower Platte South Natural Resources District

Project Title: Lower Platte South NRD Multi-jurisdictional Hazard Mitigation Plan Update

Grant Agreement No: EMK-2022-BR-006

Project No: 0001

Federal Tax ID#: 47-0542969

UEI No: Z1VNZLLHXFV4

FIPS Code: 000-UYJIS-00

Period of performance start date: 08/25/2023

Period of performance end date: 08/25/2026

Federal funds obligated amount: \$90,000.00

Project R&D: No

Assistance Listing (AL) #: 97.047 – (Building Resilient Infrastructure and Communities)

THIS Building Resilient Infrastructure and Communities Grant Agreement (hereinafter "AGREEMENT") is entered into this twenty-fifth day of August, 2025, by and between Nebraska Emergency Management Agency (hereinafter "NEMA" or "RECIPIENT") and Lower Platte South Natural Resources District (hereinafter "SUBRECIPIENT").

The effective date of this AGREEMENT is August 25, 2023, the Federal Emergency Management Agency (hereinafter "FEMA") approval date of the project.

All references hereinafter to the SUBRECIPIENT shall include its officers, employees, city council/board members, and agents.

I. AGREEMENTS

NEMA shall provide financial oversight and management in the role of RECIPIENT based on the grant guidance, the grant financial guide, and all other applicable State and Federal guidelines. The RECIPIENT shall provide technical assistance and direction to the SUBRECIPIENT on programmatic and financial requirements. The RECIPIENT shall provide all appropriate documents and forms and make payments to the SUBRECIPIENT to complete the approved scope of work.

The RECIPIENT is responsible for monitoring SUBRECIPIENT activities to provide reasonable assurance that the SUBRECIPIENT administers federal awards in compliance with federal and state requirements. Responsibilities include the accounting of receipts and expenditures, cash management, and maintaining adequate financial records.

Additionally, the RECIPIENT shall monitor the SUBRECIPIENT to ensure that the program goals, objectives, timelines, budgets, and other related program criteria are being met. Monitoring shall be accomplished through a combination of monthly check-in meetings and quarterly reporting, reviewing expenditures for reimbursement, and, when necessary, on-site monitoring. Monitoring shall involve the review and analysis of the financial, programmatic, and administrative issues relative to the program, and shall identify areas where technical assistance and other support may be needed.

The SUBRECIPIENT shall pass appropriate resolutions to assure NEMA that it is participating in, and shall continue participating in, the National Flood Insurance Program (NFIP) if mapped. If SUBRECIPIENT is not currently participating in the NFIP, SUBRECIPIENT shall, within twelve (12) months of project approval, adopt appropriate resolutions to assure NEMA of participation in the NFIP.

The SUBRECIPIENT and the SUBRECIPIENT's Authorized Representative agree to provide all supervision, inspection, accounting, and other services necessary to complete the scope of work from inception to closeout with the requirements set forth below.

II. AUTHORITIES AND REFERENCES

Law, regulations, and endorsements including, but not limited to, the following commonly applicable to FEMA grants listed hereafter, for reference only.

- 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."
- Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act), 42 U.S.C. § 5133, as amended by Section 102 of the Disaster Mitigation Act of 2000 (DMA).
- Title 44 of the Code of Federal Regulations (CFR).
- Build America, Buy America Act (BABAA), Section 70914 of Public Law No. 117-58, §§ 70901-52.
- SUBRECIPIENT's application that was received and approved by NEMA and FEMA.

III. COMPLIANCE WITH LAWS

The SUBRECIPIENT shall comply with all applicable requirements of all federal laws, executive orders, regulations, and policies governing this program including, but not limited to, the following:

- 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."
- Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act), 42 U.S.C. § 5133, as amended by Section 102 of the Disaster Mitigation Act of 2000 (DMA).

- Title 44 of the Code of Federal Regulations (CFR).
- Build America, Buy America Act (BABAA), Section 70914 of Public Law No. 117-58, §§ 70901-52.

The SUBRECIPIENT shall comply with all applicable laws, regulations, and policies as defined in the State of Nebraska Hazard Mitigation Administrative Plan.

IV. SCOPE OF WORK

This AGREEMENT is to provide SUBRECIPIENT with federal assistance from the Building Resilient Infrastructure and Communities funds for the above-referenced mitigation grant. The federal share shall not exceed \$90,000.00 or 75% of the actual allowable project costs, whichever is less. The SUBRECIPIENT shall provide at least \$30,000.00 (25%) through local non-federal (cash or in-kind) sources for actual allowable project costs. The SUBRECIPIENT Management Costs for the above-referenced mitigation grant have been approved for \$6,000.00 (100% federally funded). Management Costs are based on actual documented incurred management costs, up to 5% of the total amount expended on the project by the SUBRECIPIENT. Management Costs are subject to incremental funding obligations; therefore, FEMA has released to the state \$6,000.00 (100% Federal funds) in approved Subrecipient Management Cost funding for budget year one. These funds are to assist the SUBRECIPIENT with completing the approved scope of work in accordance with the work schedule, milestones, and scope of work that was submitted to and approved by NEMA and FEMA. Any changes to the approved scope of work or amount budgeted must be submitted to and approved by NEMA prior to executing the changes. The SUBRECIPIENT is required to obtain all necessary permits before construction begins.

V. ACTIVITY COMPLETION TIMEFRAME

The approved activity completion timeframe for this grant is from August 25, 2023 through January 25, 2025. All work shall be completed before the activity completion timeframe ends. The SUBRECIPIENT shall not incur costs or obligate funds for any purpose pertaining to the project's operation, program, or activities beyond the expiration date of the activity completion timeframe.

If a time extension is needed it must be requested at least 75 days prior to the activity completion timeframe end date. All requests shall be supported by adequate justification submitted to NEMA in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended activity completion timeframe; and a description of performance measures necessary to complete the project. Without the justification, extension requests will not be processed.

If the activity is not completed by the agreed upon end date, and no extension is granted, NEMA may suspend or terminate any further obligation to provide funding or demand return of grant funds authorized by the AGREEMENT.

VI. GRANT MANAGEMENT SYSTEM

to ensure that federal funds are awarded and expended appropriately, the SUBRECIPIENT shall establish and maintain a grant management system. The standards for

SUBRECIPIENT organizations stem from the Office of Management and Budget's (OMB) Uniform Administrative Requirements and Cost Principles. State, local and tribal organizations must follow the uniform administrative requirements standards in 2 CFR Part 200. These standards, plus the federal Cash Management Improvement Act requirements, constitute the basis for all policies, processes, and procedures set forth in this grant management system for the SUBRECIPIENT.

The SUBRECIPIENT's grant management system shall include the following:

- Internal controls based on the American Institute for Certified Public Accountants (AICPA) definitions and requirements in the government-wide administrative requirements and cost principles.
- A chart of accounts that includes a separate cost center, fund, or accounting codes for each federal grant or program.
- Compliance with the Cash Management Improvement Act (CMIA), good business processes and Generally Accepted Accounting Principles (GAAP).
- Procedures to minimize federal cash on hand.
- The ability to track expenditures on a cash or accrual basis.
- The ability to track expenditures in both financial and program budgets.
- Procedures to document all grant-related expenditures.
- Procedures to ensure expenditures are eligible and allowable.
- The ability to fulfill government-required financial reporting forms.

VII. PROCUREMENT

All procurement under this AGREEMENT shall be executed by the SUBRECIPIENT. Procurement standards shall be in accordance with the written adopted procedures of the SUBRECIPIENT, provided that the local procurement standards conform to applicable State and Federal law and the standards identified in the 44 CFR and 2 CFR Part 200. The SUBRECIPIENT shall ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Failure to comply with applicable procurement statutes and regulations may result in additional conditions under 2 CFR § 200.208. If failure to comply continues by SUBRECIPIENT, additional remedies or termination of the award under 2 CFR §§ 200.339-200.340 may occur.

VIII. PAYMENT REQUEST PROCESS

Payments to SUBRECIPIENTS are based on eligible expenditures specifically related to the approved grant budget and scope of work. SUBRECIPIENTS can request Reimbursement for allowable expenditures already paid during the activity completion timeframe.

Payments shall be limited to the documented cash requirements submitted by the SUBRECIPIENT. The SUBRECIPIENT must submit a completed Payment Request Form and provide supporting documentation of eligible project costs to receive payment of funds.

Reimbursement requests shall include payment verification (i.e. paid invoices, receipts, payroll records with personnel activity reports, cancelled checks, general ledger printouts, etc.).

Payment of funds shall not be made to a SUBRECIPIENT until NEMA has this grant agreement signed and on file.

Payments to SUBRECIPIENT are based on eligible expenditures that are specifically related to the approved subaward budget and scope of work. SUBRECIPIENT has two options available to them when requesting payments from NEMA. SUBRECIPIENT may request either **Reimbursement** for allowable expenditures already paid or request an **Advance** for expenditures to be paid within 30 days. Advance payments will only be entertained for certain projects. Below notes whether or not this project is allowed advance payments:

YES NO

Payments shall be limited to the documented cash requirements submitted by the SUBRECIPIENT. The SUBRECIPIENT shall submit a completed Payment Request Form and provide supporting documentation of eligible subaward costs to receive payment of funds.

- **Reimbursement** requests shall include payment verification (i.e. paid invoices, receipts, payroll records with personnel activity reports, cancelled checks, general ledger printouts, etc.). NEMA reserves the right to request that the SUBRECIPIENT submit additional documentation expenditures upon request. Additional documentation for Acquisitions: Purchase Offers, HUD Settlement Statements, and copies of tax assessment records, copies of appraisals if used as the basis for pre-flood fair market value, invoices, and copies of all payments.
- **Advance** payment requests shall include the detailed costs the SUBRECIPIENT is obligated to pay (i.e. invoices, accepted quotes, executed contracts, or other documents). Payment verification documents (same documents required for a Reimbursement request) for the advance shall be submitted to NEMA within 30 days after the advance, and before future advances are made.

A SUBRECIPIENT shall submit only reimbursement requests, and is not eligible for Advance payment, if SUBRECIPIENT is unable to demonstrate the following:

- The willingness to maintain written procedures that minimize the time elapsing between the transfer of funds and disbursement by NEMA;
- A financial management system that meets the standards for fund control and accountability as established in 2 CFR Part 200; or
- Is considered a High Risk subrecipient.

No more than thirty (30) days shall elapse between the date of receipt of a warrant and pay out of the funds by the SUBRECIPIENT. All supporting documentation shall be submitted to NEMA immediately following the SUBRECIPIENT's pay out of the funds.

Payment of funds shall not be made to the SUBRECIPIENT until NEMA has on file the following documents:

- NEMA Award Notification (attached to this AGREEMENT).
- Signed Subaward Agreement.
- Substitute W9/Vendor Update Form (if not already on file at NEMA).

- Chart of Accounts verifying that unique revenue and expenditure accounts, cost centers, or account codes have been established within the SUBRECIPIENT's cash management/accounting system for each program included in this AGREEMENT.
- Procurement documents: written procurement and conflict of interest documents, method of procurement, bid specifications reviewed by NEMA, copy of approved and executed contracts between the SUBRECIPIENT and contractor.
- Signed certification from the SUBRECIPIENT's authorized representative for the payment request as outlined in 2 CFR, Part 200, Subpart D, Section 200.415.

IX. MATCH VERIFICATION

The maximum federal share for this mitigation grant cannot exceed 75% of eligible grant expenditures. Therefore, the matching funds (cash and in-kind) shall be at least 25% of eligible grant expenditures. The SUBRECIPIENT is responsible for submitting proof of the local non-federal match used for their mitigation grant to NEMA. Expenditures must be in accordance with the approved scope of work and budget and in accordance with 2 CFR §§ 200.29 and 200.306.

Eligible SUBRECIPIENTS may receive assistance on non-federal matching funds of up to 12.5% of the total project costs for projects originating from a federally declared disaster or Notice of Funding Opportunity (NOFO) on or after April 1, 2023.

Cash match can be money contributed to the grant by the SUBRECIPIENT, other public agencies and institutions, private organizations, or individuals as long as it comes from a non-federal source. Cash spent shall be for allowable costs in accordance with the SUBRECIPIENT's approved scope of work and budget and shall apply to the period to which the cost-sharing or matching requirement applies.

In-kind match shall comply with the requirements of 2 CFR §§ 200.343 and 200.344. The value of in-kind contributions is also applicable to the period to which the cost-sharing or matching requirement applies. The in-kind match provided shall be documented by the third party contributing the in-kind services. The in-kind match shall be specifically stated in the SUBRECIPIENT's scope of work and budget before in-kind match will be allowed to match any mitigation grant. Documentation can be a letter (on letterhead) from the third party stating the scope of their work, what is being contributed as it relates to the scope of work, the value, a statement to the effect that the value is normally charged, and a statement that the value is being waived on behalf of the SUBRECIPIENT to meet the matching requirements to the SUBRECIPIENT's mitigation grant or a spreadsheet detailing in-kind contributions certified by the Authorized Representative.

If the local match is insufficient to satisfy the local match requirements for receiving all available federal funds, the awarded federal funds will be reduced accordingly so as not to exceed the maximum federal share allowed under this award.

X. REPORTING REQUIREMENTS

The mitigation grant requires quarterly programmatic and financial reporting and progress relative to the approved scope of work. SUBRECIPIENTS are required to complete the quarterly progress report forms provided by NEMA and submit them by the 15th day of the month following each federal fiscal quarter. (See Exhibit A, Section 3.1 for specific dates)

The SUBRECIPIENT shall attend and participate in monthly check-in meetings with RECIPIENT in a manner to be determined by NEMA. The purpose of the meeting is to evaluate project progress and address any other business relating to the project.

XI. RECORDS AND DOCUMENTATION

The SUBRECIPIENT shall be responsible for keeping records that fully disclose the amount and disposition of funds at all times and the total costs of each project for which the funds are provided.

The SUBRECIPIENT shall retain all grant records for three (3) years after being notified by the Nebraska Emergency Management Agency that the overall grant has been closed by DHS/FEMA.

The State requires the SUBRECIPIENT to submit backup documentation to substantiate all costs.

The SUBRECIPIENT shall give the federal awarding agency, the Comptroller General of the United States, and if appropriate, the State, through an authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

XII. INDEPENDENT CONTRACTOR STATUS OF APPLICANT

The SUBRECIPIENT, its officers, employees, agents, and council members shall all perform their obligations under this AGREEMENT as an independent contractor and not in any manner as officers, employees, or agents of NEMA or the State of Nebraska.

XIII. CONFLICT OF INTEREST

The SUBRECIPIENT shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

XIV. WAGE RATES

The SUBRECIPIENT shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333) regarding labor standards for federally-assisted construction subawards.

XV. LOBBYING

The SUBRECIPIENT shall comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

XVI. AUDIT

The SUBRECIPIENT shall comply with the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR part 200).

XVII. FLOODPLAIN

The SUBRECIPIENT shall comply with all floodplain management laws and regulations, including any special conditions placed on the grant.

XVIII. WAIVERS

No conditions or provisions of this AGREEMENT can be waived unless approved by NEMA and the SUBRECIPIENT, in writing. Unless otherwise stated in writing, NEMA's failure to insist upon strict performance of any provision of this AGREEMENT, or to exercise any right based upon a breach, shall not constitute a waiver of any right or obligation specified under this AGREEMENT.

XIX. AMENDMENTS AND MODIFICATIONS

This AGREEMENT may be amended or modified in reference to the grant funds provided, administrative procedures, or any other necessary matter, but shall not take effect until approved, in writing, by NEMA and SUBRECIPIENT.

XX. COMPLIANCE, TERMINATION, AND OTHER REMEDIES

Unless otherwise stated in writing, NEMA requires strict compliance by the SUBRECIPIENT and its Authorized Representative(s) with the terms of this AGREEMENT and the requirements of any applicable local, state, and federal statutes, rules, regulations; particularly those included in the Assurances attached to this grant agreement.

NEMA may suspend or terminate any obligation to provide funding or demand return of grant funds, following notice from NEMA, if the SUBRECIPIENT fails to meet any obligations under this AGREEMENT or fails to make satisfactory progress toward administration or completion of said project.

Any suspension or termination of funding or demand of return of grant funds by NEMA shall not relieve SUBRECIPIENT of liability for any obligation incurred by SUBRECIPIENT due to said project.

The SUBRECIPIENT understands and agrees that NEMA may enforce the terms of this AGREEMENT by any combination or all remedies available to NEMA under this AGREEMENT or under any other provision of law, common law, or equity.

XXI. INDEMNIFICATION

It is understood and agreed by NEMA and the SUBRECIPIENT and its agents that nothing in this AGREEMENT is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this AGREEMENT.

The SUBRECIPIENT, on behalf of itself and its successors and assignees, agrees to protect, save, and hold harmless NEMA and the State of Nebraska, and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the negligent acts, errors, or omissions of the SUBRECIPIENT or its authorized representative, its contractors, subcontractors, assignees, agents, licensees, arising out of or in connection with any acts or activities authorized by this AGREEMENT. The SUBRECIPIENT's obligation to protect, save, and hold harmless as herein provided shall not extend to claims or causes of action for costs, damages, or expenses caused by or resulting from the negligent acts, errors, or omissions of NEMA, the State of Nebraska, or any of their authorized agents or employees.

The SUBRECIPIENT further agrees to defend NEMA, the State of Nebraska, and their authorized agents and employees against any claim or cause of action, or to pay reasonable attorney's fees incurred in the defense of any such claim or cause of action, as to which the SUBRECIPIENT is required to protect, save, or hold harmless said parties pursuant to paragraph 2 of this section. The SUBRECIPIENT's obligation to defend, or to pay attorney's fees for the defense of such claims or causes of action as herein provided, shall not extend to claims or causes of action for costs, damages, or expenses caused by or resulting from the negligent acts, errors, or omissions of NEMA, the State of Nebraska, or any of their authorized agents or employees.

XXII. ACKNOWLEDGMENTS

The SUBRECIPIENT shall include, in any public or private release of information regarding the project, language that acknowledges the funding contribution through NEMA by FEMA.

XXIII. RESPONSIBILITY FOR PROJECT

While NEMA undertakes to provide technical assistance to the SUBRECIPIENT and its authorized representative in the administration of the project, said project remains the sole responsibility of the applicant in accomplishing grant objectives and goals. NEMA undertakes no responsibility to the SUBRECIPIENT, or any third party, other than what is expressly set out in this AGREEMENT.

XXIV. NOTICES AND COMMUNICATIONS BETWEEN NEMA AND SUBRECIPIENT

Any notice, request, demand, or other communication required or permitted to be given under the Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the SUBRECIPIENT:

Building Resilient Infrastructure and Communities Grant Agreement
EMK-2022-BR-006-0001
Lower Platte South NRD Multi-jurisdictional Hazard Mitigation Plan Update

Mike Sousek, General Manager
Lower Platte South Natural Resources District
3125 Portia Street
Lincoln, NE 68501-3581

Or the Alternate Point of Contact,

David Potter, Assistant General Manager
Lower Platte South Natural Resources District
3125 Portia Street
Lincoln, NE 68501-3581

If to NEMA:

Chelsea Harris, State Hazard Mitigation Officer
Attention: Hazard Mitigation Unit
Nebraska Emergency Management Agency
2433 NW 24th Street
Lincoln, NE 68524

A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this section.

XXV. ENTIRE GRANT AGREEMENT

This AGREEMENT and attachments/exhibits set forth the entire AGREEMENT between NEMA and the SUBRECIPIENT with respect to subject matter hereof. Commitments, warranties, representations and understandings or agreements not contained, or referred to, herein or amended thereto shall not be binding on either NEMA or the SUBRECIPIENT. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this AGREEMENT will be effective without written consent of both parties.

IN WITNESS WHEREOF, NEMA and the SUBRECIPIENT have executed this AGREEMENT by the signatures of authorized persons of both entities and on the dates indicated below:

RECIPIENT

Nebraska Emergency Management Agency

Ervin L. Portis, Governor’s Authorized Representative _____
Date

SUBRECIPIENT

Lower Platte South Natural Resources District

Authorized Representative _____
Date

Authorized Representative Printed Name _____
Authorized Representative Title

EXHIBIT A: Scope of Work-Reporting & Administrative Requirements-Project Budget

1. GENERAL DESCRIPTION OF THE PROJECT(S).

1.1 Project description: The overall goal and intent of this project is to update the LPSNRD HMP for all eligible, participating jurisdictions and meet FEMA planning requirements, culminating in a FEMA-approved Hazard Mitigation Plan. The planning process will be publicly driven with jurisdictional representatives invited to provide critical information to update their risk/vulnerability assessment. Stakeholders will also be heavily encouraged to participate and provide data to assist the communities. Stakeholders will include local, regional, state and federal agencies and groups to facilitate coordination and collaboration on risk data and mitigation strategies. New data, plans, completed mitigation projects, and hazards that have impacted the region since the previous plan update will be reviewed, discussed, and incorporated in the hazard risk assessment. An assessment of current and future land use and any new zoning ordinances will also be assessed to understand how the evolution of land use and policies have impacted hazard risk for each community. Mitigation strategy will be updated based on the updated hazard risks and prioritized with input from communities, public, subject matter experts, and stakeholders. Each participating jurisdiction will outline how their jurisdiction will maintain their portion of the HMP in between the five-year updates and document how the public will be involved during any updates to the plan. Information will be gathered through group and one-on-one meetings, surveys, and worksheets. The planning team will engage with the public by allowing time for the public to review the plan and provide their input. The consultant will create a website where the public can access the draft plan. Plan adoption will commence during the public review period of the updated plan and continue until all participating jurisdictions have adopted the plan by their governing entities.

1.2 Project expenses: Project expenses include those costs identified and approved in the application and budget. Documented costs related to the development of the grant application as noted in the subapplication and approved budget may also be used to meet local match requirements or reimbursed.

1.3 Non-Federal Match: This Grant Requires a non-federal match contribution of 25% of the total Grant budget. The non-Federal match is shared by the Lower Platte South Natural Resources District. Eligible subrecipients may receive state assistance on the non-federal match up to 12.5% of the actual project budget.

1.4 Project timeline (from approved HMGP subapplication)

Project milestone	Timeframe (No. of Months)	Expected completion date/period
Organize Resources and Project Management	2 Months	October 25, 2023
Hazard Identification, Public involvement and stakeholder participation	9 Months	June 25, 2024
Data collection, Risk assessment, and Mitigation Strategies	6 Months	June 25, 2024
Develop Mitigation Plan	10 Months	July 25, 2024
Submit Mitigation Plan to NEMA for Review and Comment	1 Month	August 25, 2024

Submit Mitigation Plan to FEMA for Review and Comment	2 Months	October 25, 2024
Revise Plan	1 Month	October 25, 2024
Resubmit Mitigation Plan to NEMA/FEMA	1 Month	November 25, 2024
Adoption of Plan	6 Months	December 25, 2024
Distribution of Mitigation Plan	1 Month	January 25, 2025

2. DELIVERABLES

2.1 Deliverables: Subrecipient shall submit narrative and financial reports describing project progress and accomplishments. Any delays in meeting the objectives and expenditures to date, as described in Section 3 of this Exhibit A, may result in loss of project funding. Copies of relevant documentation (including invoices, quarterly reports, and requests for reimbursement) must be submitted to NEMA.

3. REPORTING REQUIREMENTS:

3.1 Quarterly Progress Reports and Financial Status:

Report Period	Due Date
Quarter 1 (October- December)	January 15
Quarter 2 (January- March)	April 15
Quarter 3 (April -June)	July 15
Quarter 4 (July- September)	October 15

3.2 Monthly Check-in: Subrecipient shall attend and participate in monthly check-in meetings with Recipient, in a manner to be determined by NEMA, to evaluate project progress and any other business relating to the project.

4. ADMINISTRATIVE REQUIREMENTS (Project specific requirements):

The SUBRECIPIENT shall adhere to the current and applicable FEMA administrative requirements described in the Hazard Mitigation Assistance Program and Policy Guide published March 23, 2023 (or subsequent and superseding program policy, as applicable).

The SUBRECIPIENT shall ensure that all necessary documentation and deliverables are completed and submitted to the State within 30 days of the Grant Agreement expiration date. SUBRECIPIENT shall ensure all closeout requirements outlined in FEMA Hazard Mitigation Assistance Program and Policy Guide (2023) are met at the time of subaward closeout.

The SUBRECIPIENT and the SUBRECIPIENT’s Authorized Representative shall provide all supervision, inspection, accounting, and other services necessary to complete the scope of work from inception to closeout with the requirements set forth below.

5. PROJECT BUDGET (as approved by FEMA):

Budget Summary				
Item	Quantity	Unit of Measure	Cost per Unit	Total Cost
Task 1 – Organize Resources	75	HR	\$170.00	\$12,750.00
Task 2A – Hazard Identification	105	HR	\$150.00	\$15,750.00
Task 2B – Public Involvement	152	HR	\$150.00	\$22,800.00
Task 3 – Data Collection and Mitigation Strategies	110	HR	\$135.00	\$14,850.00
Task 4 – Mitigation Plan Development	330	HR	\$135.00	\$44,550.00
Task 5 – Plan Submittal to NEMA	15	HR	\$135.00	\$2,025.00
Task 6 – Plan Submittal to FEMA	15	HR	\$135.00	\$2,025.00
Task 7 – Plan Revisions	10	HR	\$135.00	\$1,350.00
Task 8 – Resubmittal of Plan	6	HR	\$150.00	\$900.00
Task 9 – Plan Adoption	15	HR	\$150.00	\$2,250.00
Task 10 – Distribution of Plan	5	HR	\$150.00	\$750.00
Grant Total:				\$120,000.00

Cost Share Breakdown			
Source		Amount	Percentage of Total
Federal Share HMGP: EMK-2022-BR-006		\$90,000.00	75%
Non-Federal:	Lower Platte South Natural Resources District	\$30,000.00	25%
Grant Total:		\$120,000.00	100%

Building Resilient Infrastructure and Communities Grant Agreement
 EMK-2022-BR-006-0001
 Lower Platte South NRD Multi-jurisdictional Hazard Mitigation Plan Update

Management Cost Budget Summary				
Item	Quantity	Unit of Measure	Cost per Unit	Total Cost
Year 1	1	EA	\$6,000.00	\$6,000.00
Grant Total:				\$6,000.00

EXHIBIT B: NEMA Subaward Notification Letter



JIM PILLEN, GOVERNOR

Lower Platte South Natural Resources District
ATTN: Mike Sousek, General Manager
3125 Portia Street
Lincoln, NE 68501

Date: 12/11/2023

Subject: Subaward Approval for EMK-2022-BR-006-0001: Lower Platte South NRD Multi-jurisdictional Hazard Mitigation Plan Update

Mr. Sousek,

Congratulations, on behalf of the Nebraska Emergency Management Agency, your subapplication for financial assistance submitted under the Fiscal Year 2022 Building Resilient Infrastructure and Communities, effective August 25, 2023, has been approved in the amount of \$90,000.00 in Federal Funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than \$30,000.00 for a total approved budget of \$120,000.00.

By accepting this award, you assume certain administrative and financial responsibilities including the timely submission of all financial and programmatic reports, resolution of all interim audit findings and the maintenance of a minimum level of cash on hand. Should you not adhere to these responsibilities, you will be in violation of the terms of this award.

If you have any questions regarding this matter, please reach out to the Hazard Mitigation team at nema.hazardmitigation@nebraska.gov.

Sincerely,

Chelsea Harris
State Hazard Mitigation Officer
Hazard Mitigation Unit Supervisor

EXHIBIT C: FEMA Record of Environmental Consideration

EXHIBIT D: Signed authorized representative form

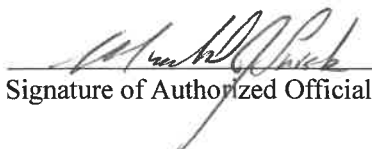
Nebraska Emergency Management Agency Hazard Mitigation Assistance Grant Programs Authorized Representative Designation

Subgrantee: Lower Platte South Natural Resources District

HMGP/BRIC Project Name: LPSNRD Multi-Jurisdictional HMP Update

	Authorized Representative	Primary Point of Contact	Fiscal Officer
	Must be an individual who is authorized to allocate funds for the applying entity	Will be NEMA's Point of Contact for the duration of the project.	Must be an individual who will be completing the fiscal transactions
Name:	Mike Sousek	David Potter	David Potter
Organization:	Lower Platte South NRD	Lower Platte South NRD	Lower Platte South NRD
Official Position:	General Manager	Assistant Gen. Manager	Assistant Gen. Manager
Street Address:	3125 Portia Street	3125 Portia Street	3125 Portia Street
Mailing Address:	P.O. Box 83581	P.O. Box 83581	P.O. Box 83581
City:	Lincoln	Lincoln	Lincoln
State, Zip + Four:	NE, 68501-3581	NE, 68501-3581	NE, 68501-3581
Phone:	402-476-2729	402-476-2729	402-476-2729
Fax Number:	402-476-6454	402-476-6454	402-476-6454
Email:	msousek@lpsnrd.org	dpotter@lpsnrd.org	dpotter@lpsnrd.org
	<input type="checkbox"/> Check here if Authorized Representative and Primary Point of Contact are the same individual		

The above Authorized Representative and Primary Point of Contact are hereby authorized to execute and file application for this mitigation project on behalf of this organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act or otherwise available. Designated Project officers are authorized by the below Certifying Official to represent and act for this organization in all dealings with the State of Nebraska for all matters pertaining to this grant and will serve as the single point of contact.


Signature of Authorized Official

Sept. 1, 2023
Date

Mike Sousek
Printed Name of Authorized Official

Nebraska Emergency Management Agency
HMA Authorized Representative
Designation Revised: 2/23/2022