



City of Grand Island

Tuesday, February 26, 2002

Council Session

Item G15

#2002-57 - Approving Agreement with Grand Island Amateur Radio Society Relative to Project Impact

BACKGROUND The City of Grand Island was awarded a federal disaster mitigation grant through the Project Impact program of the Federal Emergency Management Agency (FEMA). The purpose of the Project Impact program is to encourage the implementation of pre-disaster mitigation efforts in communities. *DISCUSSION* Representatives of the Grand Island Amateur Radio Society (GIARS) have approached the City requesting funding to assist with the purchase and maintenance of communications and repeater equipment that would facilitate communications in the event of natural disasters. The agreement provides that the City, through the Project Impact grant, would provide no more than \$18,500 toward the purchase of disaster mitigation communications and repeater equipment to expand emergency communication capabilities to the north and east of Grand Island and that the GIARS would provide the 25% local match required by the grant. Approval is recommended.

Staff Contact:



AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2002, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as "City" and the **GRAND ISLAND AMATEUR RADIO SOCIETY, INC.**, a non-profit corporation.

WHEREAS, in accordance with the Public Law 105-65, 111 Stat. 1376, Department of Veteran Affairs and Housing and Urban Development and Independent Agencies Appropriation Act, 1998, the City was awarded a federal disaster mitigation grant, through the Project Impact program of the Federal Emergency Management Agency to encourage the implementation of a sustained pre-disaster mitigation program with activities that reduce the existing risk of natural hazard losses within the geographical location of the designed communities; and The United States of America through the Director, Federal Emergency Management Agency (FEMA) or his delegate, agreed to grant to City of Grand Island, Nebraska funds in the amount specified on the FEMA Form 76.10, Assistance Award/Amendment, for the Federal share authorized under the Omnibus Consolidated Appropriations Act, 1997, Public Law 104-208, which authorized the Disaster Resistant Community Initiative.

WHEREAS, the City is required to perform the work described in the Program Narrative/Statement of Work as provided to FEMA; and the cost share for Project Impact – Disaster Resistant Community Initiative is 75/25%; and all projects and activities associated with the Project Impact Grant must be completed by November 1, 2002.

WHEREAS, the City is committed to creation of a sustainable community that is resistant to the human and economic cost of disasters; and the request of the Grand Island Amateur Radio Society is compatible with disaster mitigation goals, as set forth in the Project Impact initiative.

WHEREAS, the Grand Island Amateur Radio Society has provided documentation of past mitigation activities which have supported or currently support disaster mitigation activities in Grand Island and Hall County. In addition, the GIARS has provided documentation of the history, purpose, membership, goals, budget, and insurance requirements of their organization for consideration in grant approval.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and the Grand Island Amateur Radio Society agree as follows:

1. RESPONSIBILITIES.

A. The City shall be responsible for the submission of quarterly performance reports, FEMA Form 20-10, FEMA Form 20-22, and all reimbursement forms throughout the grant performance period.

B. The City as Grantee and all Sub-grantees must follow the audit requirements of OMB Circular A-133.

C. For a period of three (3) years following the project completion date, semi-annual written reports shall be required of the Grand Island Amateur Radio Society commencing 6 months from the date of project completion as reported in the final Project Impact performance report. These reports shall include detailed equipment status; all maintenance performed on or in relation to the communications equipment purchased through Project Impact; license status of all members of the organization who performed maintenance on the equipment; mitigation activities for which the equipment was used in the counties of Hall, Merrick, Hamilton, Howard, Adams, and Buffalo; number of persons involved in mitigation activities utilizing the communications equipment; number of persons in the six (6) listed counties who received benefit from the communications equipment.

2. COMPENSATION. The City agrees to grant no more than \$18,500 for the purchase of disaster mitigation communications and repeater equipment to expand emergency communication capabilities to the north and east of Grand Island,

The Grand Island Amateur Radio Society will provide a 25% match amount, either in-kind or cash equivalent, as required by FEMA Project Impact grant guidelines.

3. TERM. Communication equipment purchased with Project Impact money shall be retained as property of the City of Grand Island for a period of three (3) years from the project completion date as reported in the final Project Impact performance report.

The Sub-grantee agrees to maintain all equipment for a period of three (3) years from the project completion date as reported in the final Project Impact performance report, at which time the equipment shall become the property of the Grand Island Amateur Radio Society.

This agreement shall take effect upon its approval by the City Council and execution by the Mayor, and shall terminate three (3) years from the project completion date, as reported in the final Project Impact performance report.

4. LIMITATION. Project Impact monies shall be granted to the Grand Island Amateur Radio Society in the form of a non-renewable grant, with no payback requirement. The City will monitor maintenance and usage of the communications equipment and require semi-annual reports from the Society. The GIARS shall provide, at the City's request, access to their annual budget, insurance, program goals and other activities. Should the GIARS cease to function in its current capacity and no longer provide the services called for, the equipment shall be returned to the City. The City further reserves the right to inspect the equipment during the term of this agreement to satisfy itself of the proper use and maintenance of the equipment.

The Grand Island Amateur Radio Society hereby agrees that the money paid by the City hereunder shall be used solely and specifically for the purposes stated herein.

5. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the City and the Grand Island Amateur Radio Society notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation

By: _____
Ken Gnadt, Mayor

Attest: _____
RaNae Edwards

THE GRAND ISLAND AMATEUR RADIO SOCIETY, INC.
A Non-Profit Organization,

By: _____
President of the Organization

RESOLUTION 2002-57

WHEREAS, the City of Grand Island was awarded a federal disaster mitigation grant through the Project Impact program of the Federal Emergency Management Agency to encourage the implementation of a sustained pre-disaster mitigation program with activities that reduce the existing risk of natural hazard losses within the geographical location of the City; and

WHEREAS, all projects and activities associated with the Project Impact grant must be completed by November 1, 2002; and

WHEREAS, the Grand Island Amateur Radio Society has provided documentation of past mitigation activities which have supported or currently support disaster mitigation activities in Grand Island and Hall County, and has requested Project Impact money to be utilized in purchasing and maintaining communications equipment in accordance with the terms and conditions of such grant program; and

WHEREAS, the equipment purchased with Project Impact money shall be retained as property of the City of Grand Island for a period of three years from the project completion date as reported in the final Project Impact performance guidelines, with the ownership of such equipment thereafter to become the property of the Grand Island Amateur Radio Society; and

WHEREAS, an agreement has been drafted setting out the terms and conditions for the purchase of communications equipment in accordance with the receipt of such grant funds; and

WHEREAS, the proposed agreement has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement by and between the City and the Grand Island Amateur Radio Society is hereby approved; and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska on February 26, 2002.

RaNae Edwards, City Clerk

Approved as to Form ? _____ February 22, 2002 ? City Attorney
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