

**INTERLOCAL CONTRACT
BETWEEN CITY OF LAS VEGAS AND
CITY OF HENDERSON**

WHEREAS, City of Las Vegas, Nevada the "City", has entered into a grant agreement with Clark County Office of Emergency Management & Homeland Security for participation in the DHS/FFY08-Urban Area Security Initiative (UASI), Program; and DHS/FFY08-Citizens Corp Program (CCP) Program; and

WHEREAS, The City of Henderson (the "Subrecipient"), a unit of local government located at 240 Water Street Stewart Street, Henderson, Nevada 89009 wishes to conduct programming relative to the Statewide Citizens Corps program (the "Project"); and

WHEREAS, The City has agreed to provide DHS/FFY08-Urban Area Security Initiative (UASI) funds and DHS/FFY08-Citizens Corp Program (CCP) Program (the "Funds") to the Subrecipient, such funding to be administered by City of Las Vegas Office of Office of Emergency Management, a division of the Administrative Services Department of City of Las Vegas (City and Sub-recipient referenced collectively as "the parties"), for its DHS/FFY08-Urban Area Security Initiative (UASI) as defined in Exhibit "A", "Expenditures Eligible for Reimbursement"; and

WHEREAS, the Subrecipient intends to use the funds to conduct programs relative to the Statewide Citizens Corps program; and

WHEREAS, NRS 277.180 permits one or more public agencies to contract with any one or more public agencies to perform any governmental service, activity or undertaking that any of the public agencies entering into the contract is authorized to perform by law.

NOW, THEREFORE, in accordance with NRS 277.180 and related regulations, the parties hereto agree as follows:

1. The City shall provide a maximum of Twenty-One Thousand Five Hundred Dollars (\$21,500.00) from Fiscal Year 2008 funds for the DHS/FFY08-Urban Area Security Initiative (UASI) (\$17,500) and DHS/FFY08-Citizens Corp Program (CCP) Program (\$4,000.00) combined.
2. Sub-recipient agrees to use the funds to conduct programming relative to the Statewide Citizens Corps Program as set forth in Exhibit "A".
3. Subrecipient will provide the City with documentation supporting any and all requests for payment of expenses against the funds encumbered, and will provide any additional documentation requested by the City that may be required in the administration of the grant funds.
4. Regardless of any termination of this agreement, Subrecipient shall comply with all Federal laws and regulations associated with the receipt of the grant funds as a Subrecipient of such funds for the project identified in this Contract. See Exhibit "B" for State and Federal Assurances required under this Contract.

5. It is specifically understood and agreed by Subrecipient that the City shall not be obligated to pay any monies to Subrecipient hereunder and hereafter in the event that such Federal funds for any reason are terminated or withheld from the City or are otherwise not forthcoming, and in such event, the City may terminate this Contract.
6. This Contract shall take effect on the date of execution by both parties and shall continue in force and effect until terminated as delineated below:
 - a. This Contract shall be completed by February 28, 2011. An extension after the February 28, 2011 deadline must be requested in writing, to the Manager of the City.
 - b. May be terminated by any party, for any reason with written notice of at least 60 days.
7. This Contract and its attachments constitute the entire understanding of the parties concerning the subject matter hereof. This contract may be amended solely by means of written amendment signed by both parties.
8. In the event the City desires to increase the amounts set forth in Section 1 and Exhibit A, subject to Subrecipient's consent to provide matching funds if necessary, the City, at its sole discretion, shall increase the aforesaid amounts of funding, and Subrecipient agrees that if such augmentation of the budgeted amounts occur, such new amounts shall be governed by all terms and conditions of this Interlocal Agreement as if such amounts were originally included in Section 1 and in Exhibit A.
9. Subrecipient shall agree to provide evidence of financial accountability. A copy of subrecipient's most recent single audit report (OMB Circular A-133) or a letter stating that subrecipient expended less than \$300,000 of Federal funds during the reporting period must be submitted to City of Las Vegas. Letters should be addressed to: Carolyn Levering, Emergency Management Coordinator.

ENTERED INTO this _____ day of _____, 2008.

ATTEST:

CITY OF LAS VEGAS

By: _____
Beverly Bridges, City Clerk

By: _____
Oscar B. Goodman, Mayor
City of Las Vegas

Date: _____

Date: _____

APPROVED AS TO FORM:

By:  _____
James B. Lewis
For
Bradford Jerbic, City Attorney

Date: 3/6/09

ATTEST:

CITY OF HENDERSON

By: _____
Monica Martinez Simmons, City Clerk

By: _____
James Gibson, Mayor

Date: _____

Date: _____

By: _____
Jutta G. Chambers, Chief of Police

Date: _____

By: _____
Shauna M. Hughes, City Attorney

Date: _____

EXHIBIT "A"
CITY OF HENDERSON
EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

Category	UASI	CCP	TOTAL
Personnel	\$15,000.		\$15,000.00
Planning	\$1,500.		\$ 1,500.00
Organization		\$1,000.	\$ 1,000.00
Exercises	\$1,000.		\$ 1,000.00
Training		\$1,500.	\$ 1,500.00
Equipment (CCP Equipment AEL 21.9		\$1,500.	\$ 1,500.00
TOTAL	\$17,500.	\$4,000.	\$21,500.00

EXHIBIT "B"
LOCAL, STATE and FEDERAL ASSURANCES

City of Las Vegas Office of Emergency Management & Homeland Security
Financial and Project Activity Assurances

Upon acceptance of funding from the City of Las Vegas "the City" the lead governmental unit hereby agrees to the following financial and project activity assurances governing the transfer of funds.

1. A quarterly Financial Report shall be submitted to the City of Las Vegas Office of Emergency Management no later than 15 days following the close of the quarter. Unless approved by the City, late reports could delay reimbursement.
2. The final Financial Report must be submitted to the City no later than 30 days following the end of the grant period. Unless approved by City, late reports could result in non-payment of final claim.
3. The City retains the right to terminate this contract for cause at any time before completion of the program when it has determined that the subgrantee has failed to comply with the conditions of this agreement.
4. Financial management must comply with the requirements of OMB Circulars A-102 or A-110, whichever is applicable to your organization.
5. All grant expenditures are to be reasonable and allowable in accordance with OMB Circular A-21, A-87 or A-122, whichever is applicable to your organization, and which are incorporated into this agreement by reference.
6. All grant expenditures are to be made in accordance with the interlocal contract. Modifications must be requested and approved in advance by submitting a Project Change Request form to City.
7. Grant revenue and expenditure records must be maintained and made available to the City for audit.
8. Subgrantees shall comply with the audit requirements of the Single Audit Act Amendment of 1986 and OMB Circular A-133, which is incorporated into this agreement by reference, to include the required submission of the most recent annual independent audit, as prescribed in sections 310 and 315 and section 320, paragraph f.
9. Subgrantees that are institutions of higher education, hospitals or other non-profit organizations shall comply with the audit requirements of OMB Circular A-110, Attachment F.
10. Required documentation for the performance of internal audits must be provided to the City within 30 days of request. Grant closeout is contingent upon THE CITY audit and resolution of any discrepancies
11. The subgrantee agency is required to submit quarterly financial and project activity reports to the City. Due dates for those reports are as follows:

January 15	-	(for reporting period October 1 to December 31)
April 15	-	(for reporting period January 1 to March 30)
July 15	-	(for reporting period April 1 to June 30)
October 15	-	(for reporting period July 1 to September 30)

The reports should be completed in accordance with the following format and standards:

12. **Project Activity Report** – A narrative status report describing program accomplishments with respect to meeting stated objectives and completing the projects approved in the allocation of funding. The subgrantee activities should be reported for the quarter and for the cumulative period from the grant award date. Report can be done in a memo format.
13. **Quarterly Financial Reports** – Complete and submit a Quarterly Financial Report form for all expenditures funded by the grant. Include copies of invoices.
14. **Project Change Request** – Grant expenditures are authorized only for purchases and activities approved by the Homeland Security Commission under the grant application process. Any change in the project, needs to be submitted to City of Las Vegas THE CITY for submission to Homeland Security Grant Commission for approval.
15. **Request for Advancement** – The advancement of funds process are as follows: 1) subgrantee completes and submits a Request for Advancement form to the City along with a vendor invoice; 2) the City submits the form to NDEM; 3) NDEM advancement check is deposited into the City financial account; 4) the City advancement check is issued to the subgrantee.
16. **Equipment Inventory Form** – A completed Equipment Inventory Form is required with the final grant report.
17. Funds granted are to be expended for the purpose set forth in the grant award and in accordance with all applicable laws, regulations, policies, and procedures of the State of Nevada and the applicable federal granting agency.
18. No expenditures will be eligible for compensation if occurring after the term of the interlocal contract.
19. Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the subgrantee in the performance of its obligations under this grant shall be the exclusive property of the State of Nevada and all such material shall be returned to the state upon completion or termination of this grant.
20. If this grant funds any form of written or visual material that identifies employees of DEM or City of Las Vegas Office of Emergency Management & Homeland Security (the City), prior approval must be obtained from the DEM and City of Las Vegas before publishing or finalization.
21. The applicant assures the fiscal accountability of the funds received from the City of Las Vegas will be managed and accounted for by the jurisdiction chief comptroller and internal control and authority to ensure compliance with City documentation, record keeping, accounting, and reporting guidelines will reside with that individual.
22. The subgrantee shall neither assign, transfer nor delegate any rights, obligations or duties under this interlocal contract without prior approval of the City.
23. To the extent permitted by law the subgrantee will indemnify, save and hold the state, City, and its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this agreement by subgrantee or its agents or employees.
24. The applicant and its contractors will comply with the nondiscrimination requirements of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education

Amendments of 1972; the Age Discrimination Act of 1975; and the American Disabilities Act of 1992.

25. The applicant will abide by audit requirements as specified in OMB Circular A-133, Audits of State and Local Governments as revised August 29, 1997.
26. The applicant fully understands City of Las Vegas has the right to suspend or terminate grant funds to any sub-grantee that fails to conform to the requirements or the terms and conditions of its interlocal contract.

Signature below indicates knowledge of and willingness to comply with interlocal contract requirements.

GOVERNMENTAL UNIT (I.E., *CITY MANAGER, MAYOR*)

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____
City Official

EMERGENCY MANAGEMENT COORDINATOR:

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

Please return a copy of the signed assurances along with the Interlocal Contracts to:

City of Las Vegas
Office of Emergency Management
Attn: Carolyn Levering
400 Stewart Ave, 1st Floor
Las Vegas, NV 89101

APPROVED AS TO FORM

James B. Lewis
Deputy City Attorney
3/6/09
Date

FEDERAL ASSURANCES

The applicant hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-133, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of federal funds for this federally-assisted project. Also the applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
3. It will comply with provisions of federal law, which limit certain political activities of employees of a state or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

10. It will assist the federal/state grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the federal/state grantor agency of the existence of any such properties and by (b) complying with all requirements established by the federal/state grantor agency to avoid or mitigate adverse effects upon such properties.

11. It will comply, and assure the compliance of all its sub-grantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable federal laws, orders, circulars, or regulations.

12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

13. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

14. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.), which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

FEDERAL CERTIFICATIONS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when determination is made to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.

Employers of convicted employees must provide notice, including position title, to the Department of Homeland Security. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

*** Must be signed by The City Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate**

APPROVED AS TO FORM
James B. Lewis
Deputy City Attorney
3/16/09
Date

DIVISION OF EMERGENCY MANAGEMENT FINANCIAL ASSURANCES

The applicant hereby assures compliance with the following conditions as part of the Notice of Grant Award:

1. A quarterly financial report shall be submitted to the Division of Emergency Management (DEM) no later than 30 days following the close of each quarter of the grant period. Late reports, unless approved by DEM, could delay reimbursement.
2. The final Financial Report must be submitted to DEM no later than 60 days following the end of the grant period. Late reports, unless approved by DEM, could result in non-payment of the final claim.
3. Grantee/Sub-grantee understands that, except for extraordinary circumstances that will be handled on a case-by-case basis, requests to transfer funds between budget categories, or requests to purchase items not previously authorized will not be approved. Written approval must be obtained from the DEM prior to the transfer of funds between budget categories or the expenditure of funds for newly identified items. Requests must be made on the Project Change Request form.
4. Grant revenue and expenditure records must be maintained and made available to the DEM for audit.
5. DEM retains the right to terminate this grant, for cause, at any time before completion of the grant period when it has determined that the grantee/subgrantee has failed to comply with the conditions of this agreement.
6. Financial management must comply with the requirements of OMB Circulars A-102 or A-110, whichever is applicable to your organization, and which are incorporated into this agreement by reference.
7. All grant expenditures are to be reasonable and allowable in accordance with OMB Circular A-21, A-87, or A-122, whichever is applicable to your organization, and which are incorporated into this agreement by reference.
8. To the extent permitted by law, Grantee/subgrantee shall comply with the audit requirements of the Single Audit Act Amendment of 1986 and OMB Circular A-133, which is incorporated into this agreement by reference, to include the required submission of the most recent annual independent audit, as prescribed in sections 310 and 315 and section 320, paragraph f.
9. Required documentation for the performance of internal audits must be provided upon DEM request within 30 days. Grant closeout is contingent upon DEM audit and resolution of any discrepancies.
10. NIMS compliance see attached appendix A.

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

*** Must be signed by The City Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate.**

APPROVED AS TO FORM
3/6/09
James B. Lewis Date
Deputy City Attorney

DIVISION OF EMERGENCY MANAGEMENT PROGRAM ASSURANCES

The applicant hereby assures compliance with the following conditions as part of the Notice of Grant Award:

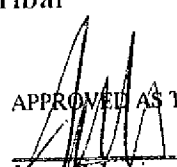
1. A quarterly program report shall be submitted to the Division of Emergency Management (DEM) no later than 30 days following the close of each quarter of the grant period. Late reports, unless approved by DEM, could delay reimbursement.
2. The final Program Report must be submitted to DEM no later than 60 days following the end of the grant period. Late reports, unless approved by DEM, could result in non-payment of final claim.
3. DEM retains the right to terminate this grant, for cause, at any time before completion of the grant period when it has determined that the grantee has failed to comply with the conditions of this agreement.
4. Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the grantee/sub-grantee in the performance of its obligations under this grant shall be the exclusive property of the State of Nevada and all such material shall be returned to the state upon completion or termination of this grant.
5. If this grant funds any form of written or visual material that identifies employees of DEM, prior approval must be obtained from the DEM before publishing or finalization.
6. The grantee/sub-grantee shall neither assign, transfer nor delegate any rights, obligations or duties under this Notice of Grant Award without prior approval of the DEM.
7. Grantee/sub-grantee agrees to indemnify, save and hold the state, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this agreement by grantee/sub-grantee or its agents or employees.
8. All training funded by DHS grants must be pre-approved by the State DEM Training Officer.
9. In accordance with the Statewide Investment Justifications all funding granted from the State Administrative Agency (SAA) must be applied statewide with appropriate sub-grants memorialized with appropriate memorandum of understanding (MOU's).

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

*** Must be signed by The City Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate.**

APPROVED AS TO FORM


James B. Lewis
Deputy City Attorney

3/16/09
Date

Appendix A
TRIBAL GOVERNMENT AND LOCAL JURISDICTION
COMPLIANCE ACTIVITIES:
FEDERAL FISCAL YEAR 2006 (OCTOBER 1, 2005-
SEPTEMBER 30, 2006)

In March 2004, the Secretary of Homeland Security, at the request of the President, released the National Incident Management System (NIMS). The NIMS is a comprehensive system that improves tribal and local response operations through the use of the Incident Command System (ICS) and the application of standardized procedures and preparedness measures. It promotes development of cross-jurisdictional, statewide, and interstate regional mechanisms for coordinating response and obtaining assistance during a large-scale or complex incident.

Tribal and local authorities, not federal, have the primary responsibility for preventing, responding to, and recovering from emergencies and disasters. The overwhelming majority of emergency incidents are handled on a daily basis by a single jurisdiction at the local level. It is critically important that all jurisdictions comply with the NIMS because the challenges we face as a nation are far greater than the capabilities of any one jurisdiction; they are not, however, greater than the sum of all of us working together through mutual support. Homeland Security Presidential Directive 5 (HSPD- 5), Management of Domestic Incidents, requires all federal departments and agencies to adopt and implement the NIMS, and requires state¹ and local² jurisdictions to implement the NIMS to receive federal preparedness funding.

NIMS compliance should be considered and undertaken as a community-wide effort. The benefit of NIMS is most evident at the local level, when a community as a whole prepares for and provides an integrated response to an incident. Incident response organizations (to include local public health, public works, emergency management, fire, emergency medical services, law enforcement, hazardous materials, private sector entities, non-governmental organizations, medical organizations, utilities, and others) must work together to comply with NIMS components, policies, and procedures. Implementation of the NIMS in every tribal and local jurisdiction establishes a baseline capability that once established nationwide, can be used as a foundation upon which more advanced homeland security capabilities can be built.

Small and/or rural jurisdictions will benefit from a regional approach. In many instances smaller communities may not have the resources to implement all elements of NIMS on their own. However, by working together with other localities in their regions, these jurisdictions will be able to pool their resources to implement NIMS.

¹ As defined in the Homeland Security Act of 2002, the term "State" means any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any possession of the United States." 6 U.S.C. 101 (14)

² As defined in the Homeland Security Act of 2002, Section 2(10): the term "local government" means "(A) City, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments... regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation; and a rural community, unincorporated town or village, or other public entity." 6 U.S.C. 101(10)

When NIMS is fully implemented, your local community or jurisdiction will be able to:

- Ensure common and proven incident management doctrine, practices, and principles are used to plan for, protect against, respond to, and recover from emergency incidents and preplanned events;
- Maintain a response operation capable of expanding to meet an escalating situation and the ability to integrate resources and equipment from intrastate and interstate mutual aid agreements, state-provided assistance, and federal government response;

- Order and track response assets using common resource typing and definitions, and draw on mutual aid agreements for additional assistance;
- Establish staging and allocation plans for the re-distribution of equipment, supplies, and aid coming into the area from other localities, states, or the federal government through mutual aid agreements;
- Conduct situational assessments and establish the appropriate ICS organizational structure to effectively manage the incident; and
- Establish communication processes, procedures and protocols that will ensure effective interoperable communications among emergency responders, 9-1-1 centers, and multi-agency coordination systems (Emergency Operations Centers).

In federal Fiscal Year 2005, the Secretary of Homeland Security provided guidance to each state, outlining initial actions that should be taken to implement the NIMS. The letter to the nation's governors included a list of recommended actions for tribal and local governments to help them work towards NIMS compliance. A copy of this letter is posted on the NIMS webpage at:

http://www.fema.gov/nims/nims_compliance.shtm. Recommended FY 2005 NIMS activities included:

- Institutionalize the use of the Incident Command System;
- Complete the NIMS awareness course IS-700 NIMS: An Introduction;
- Formally recognize NIMS and adopt NIMS principles and policies;
- Establish a NIMS compliance baseline by determining the NIMS requirements that have already been met; and
- Develop a strategy and timeline for full NIMS implementation.

By completing these activities, communities will have made substantial progress toward full NIMS implementation by the start of Fiscal Year 2007 (i.e. October 1, 2006). In federal Fiscal Year 2006, tribes and local communities will be required to complete several activities to comply with the NIMS. The attached implementation matrix describes the actions that jurisdictions must take by September 30, 2006 to be compliant with NIMS.

Completion of these actions will position tribal and local communities to better manage prevention, response and recovery efforts. The matrix identifies activities that are underway by the NIMS Integration Center (NIC) to support the effective implementation of NIMS as well as activities that will be required for NIMS implementation in future years.

The matrix also provides information on where to find technical assistance resources to support these compliance actions. For example, the National Incident Management Capability Assessment Support Tool (NIMCAST) is an example of a product designed to assist communities in determining their current NIMS compliance baseline. The NIMS is much more than just a list of required elements; it is a new approach to the way we prepare for and manage incidents, one that will lead to a more effective utilization of resources and enhanced prevention, preparedness, and response capabilities. Moreover, full NIMS implementation is a dynamic and multi-year phase-in process with important linkages to the National Response Plan (NRP), the Homeland Security Presidential Directive - 8 (i.e. the "National Preparedness Goal") and the National Infrastructure Protection Plan (NIPP). Future refinement to the NIMS will evolve as policy and technical issues are further developed and clarified at the national level. This may well result in additional requirements being issued by the NIC as to what will constitute continuous full NIMS compliance in FY2007 and beyond.

More information on NIMS, NIMS compliance, and answers to frequently asked questions are available on the NIMS Integration Center Web page (<http://www.fema.gov/nims>).