City of Las Vegas

CITY COUNCIL AGENDA

COUNCIL CHAMBERS · 400 STEWART AVENUE · PHONE 229-6011
CITY OF LAS VEGAS INTERNET ADDRESS: www.lasvegasnevada.gov
COUNCIL MEMBERS: CAROLYN G. GOODMAN, MAYOR (At-Large)
COUNCILMAN STAVROS S. ANTHONY, MAYOR PRO TEM (Ward 4)
STEVE WOLFSON (Ward 2), LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6)
RICKI Y. BARLOW (Ward 5), BOB COFFIN (Ward 3)

Facilities are provided throughout City Hall for convenience of persons with disabilities. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting. The City's TDD number is 386-9108.

January 4, 2012

Morning Session begins at 9:00 a.m.
Afternoon Session begins at 1:00 p.m.

ITEMS LISTED ON THE AGENDA MAY BE TAKEN OUT OF THE ORDER PRESENTED; TWO OR MORE AGENDA ITEMS FOR CONSIDERATION MAY BE COMBINED; AND ANY ITEM ON THE AGENDA MAY BE REMOVED OR RELATED DISCUSSION MAY BE DELAYED AT ANY TIME.

THE MAYOR AND CITY COUNCIL WELCOME YOUR ATTENDANCE, PUBLIC COMMENT RELATED TO THE ITEMS ON THE AGENDA AND CITIZEN PARTICIPATION ON ITEMS UNDER THE JURISDICTION OF THE CITY COUNCIL AT THIS MEETING. IF YOU WISH TO SPEAK, WE RESPECTFULLY ASK YOU TO COMPLETE AND SUBMIT A SPEAKER CARD TO THE CITY CLERK. CARDS ARE AVAILABLE ONLINE, IN THE CLERK'S OFFICE OR AT THE FRONT OF THE CHAMBERS AS YOU ENTER.

THESE PROCEEDINGS ARE BEING VIDEO RECORDED AS WELL AS PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. PLEASE NOTE SOME CUSTOMERS OF COX COMMUNICATIONS WHO DO NOT HAVE A CABLE BOX CAN VIEW THIS MEETING ON DIGITAL CHANNEL 89.5. THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT www.kclv.tv. THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8:00 PM, AND ALSO ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:00 AM AND THE FOLLOWING MONDAY AT 1:00 PM.

DUPLICATE AUDIO CDS AND DUPLICATE AUDIO/VIDEO DVDS MAY BE AVAILABLE AT A COST OF $5.00 EACH THROUGH THE CITY CLERK'S OFFICE.

NOTE: CELLULAR PHONES ARE TO BE TURNED OFF DURING THE COUNCIL MEETING.

CEREMONIAL MATTERS

1. CALL TO ORDER

2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

3. INVOCATION – REVEREND CYNDI DELONG, RELIGIOUS SCIENCE

4. PLEDGE OF ALLEGIANCE

5. RECOGNITION OF THE CITIZEN OF THE MONTH

6. RECOGNITION OF GARRETT GOSSE FOR BEING NAMED THE 2011 WENDY'S HEISMAN MALE ATHLETE OF THE YEAR

BUSINESS ITEMS - MORNING

PUBLIC COMMENT

7. PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS ON THE AGENDA FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

BUSINESS ITEMS

8. For Possible Action - Any items from the morning session that the Council, staff and/or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time

9. For possible action to approve the Final Minutes by reference of the Special City Council meeting of December 12, 2011 and the regular City Council meeting of December 21, 2011

CONSENT AGENDA

MATTERS LISTED ON THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE AND HAVE BEEN RECOMMENDED FOR APPROVAL BY THE SUBMITTING DEPARTMENTS. ALL ITEMS ON THE CONSENT AGENDA MAY BE APPROVED IN A SINGLE MOTION. HOWEVER, IF A COUNCIL MEMBER SO REQUESTS, ANY CONSENT ITEM MAY BE MOVED TO THE DISCUSSION PORTION OF THE AGENDA AND OTHER ACTION, INCLUDING POSTPONEMENT OR DENIAL OF THE ITEM, MAY TAKE PLACE.

ADMINISTRATIVE SERVICES - CONSENT

10. For possible action to approve three grant awards from the State of Nevada Division of Emergency Management for the receipt of funds from the Department of Homeland Security (DHS) Grant, Federal Fiscal Year 2011 (FFY2011) Urban Area Security Initiative (UASI), FFY2011 State Homeland Security Program (SHSP) and FFY2011 Citizen Corps Program (CCP) in the amounts of $153,004, $45,836 and $20,038 respectively, to support citizen preparedness activities - All Wards

11. For possible action to approve a grant award from the State of Nevada Division of Emergency Management for the receipt of funds from the Department of Homeland Security (DHS) Grant, Federal Fiscal Year 2011(FFY2011) Urban Area Security Initiative (UASI) in the amount of $515,000 to provide existing emergency response vehicles with enhanced monitoring equipment - All Wards

12. For possible action to approve a grant award from the State of Nevada Division of Emergency Management for the receipt of funds from the Department of Homeland Security (DHS) Grant, Federal Fiscal Year 2011 (FFY2011) Urban Area Security Initiative (UASI) in the amount of $100,000 to develop a multi-agency and multi-jurisdictional team that will provide management support to field operations for extended incidents - All Wards

DETENTION & ENFORCEMENT - CONSENT

13. For possible action to approve an Intrastate Interlocal Contract between the State of Nevada and the City of Las Vegas providing access to the Nevada Criminal Justice Information System (NCJIS) to the Department of Detention and Enforcement - All Wards

ECONOMIC AND URBAN DEVELOPMENT - CONSENT

14. For possible action to approve $100,000 in Redevelopment Special Revenue funds (RDA 9 percent Set-Aside) for acquisition of a single family residence located at 5324 Isadora Court and transfer of title to a low-income household as affordable housing - Ward 5 (Barlow)

FINANCE - CONSENT

15. For possible action to approve Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments

FINANCE - PURCHASING & CONTRACTS CONSENT

16. For possible action to approve award of Agreement No. 120084-TF, Engineering Services Agreement for 3D Infrastructure Base Map - Main Street Pilot Corridor Project located on Main Street between Charleston Boulevard and Stewart Avenue - Department of Public Works - Award recommended to: VTN NEVADA ($575,110 - Public Works Capital Projects Fund) - Ward 5 (Barlow)

17. For possible action to approve award of Agreement No. 120078-TF, Professional Engineering Services Agreement for Master Plan Update - Department of Public Works - Award recommended to: MWH AMERICAS, INC. ($877,940 - Sanitation Enterprise Fund) - All Wards

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

18. Report for possible action on the 2012 Federal Legislative Agenda - All Wards

19. Report for possible action regarding a Parking Asset Management Plan for the City of Las Vegas, including the structure of the parking division under the Department of Economic and Urban Development and supporting municipal code changes and other changes - All Wards

BOARDS & COMMISSIONS - DISCUSSION

20. For Possible Action - REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) ADVISORY COMMITTEE ON BUS BENCH/SHELTER CONSTRUCTION AND MAINTENANCE – Mel Irwin, Term Expires 1-7-2012; William McCurdy, Term Expires 1-21-2012

21. For Possible Action - PARK & RECREATION ADVISORY COMMISSION – Kyle Stephens, Term Expiration 1-8-2012

NEW BILLS

THERE IS NO PUBLIC COMMENT ON THESE ITEMS. NEW BILLS ARE READ INTO THE RECORD AND REFERRED TO RECOMMENDING COMMITTEE FOR A SEPARATE HEARING TO RECEIVE PUBLIC TESTIMONY BEFORE ACTION BY THE COUNCIL AT A LATER MEETING. EXCEPTION: EMERGENCY BILLS OR THOSE ITEMS TO BE STRICKEN OR TABLED.

22. Bill No. 2012-1 – Adopts an amended development agreement with KAG Property, LLC relating to the development of property generally located southwest of the intersection of Fort Apache Road and Moccasin Road. Sponsored by: Councilman Steven D. Ross

23. Bill No. 2012-2 – Establishes the means of allowing the use “community garden” in certain residential, commercial and industrial zoning districts. (TXT-43411) Sponsored by: Councilman Ricki Y. Barlow

24. Bill No. 2012-3 – Amends the Town Center Development Standards Manual to adjust the land use treatment of pet boarding, solar panels, and small wind energy systems. (TXT-42360) Sponsored by: Councilman Steven D. Ross

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

25. For Possible Action - Any items from the afternoon session that the Council, staff and /or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time

HEARINGS - DISCUSSION

26. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1300 Douglas Drive for fees in the amount of $2,709.75 (General Fund) and assess a maximum of $41,500 in daily civil penalties. PROPERTY OWNER: ROBER J SIBULKIN - Ward 1 (Tarkanian)

27. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 5917 West Washington Avenue for fees in the amount of $2,268.75 (General Fund) and assess a maximum of $41,500 in daily civil penalties. PROPERTY OWNER: PATRICIA A QUIAMBAO - Ward 1 (Tarkanian)

28. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 7600 Botany Bay Drive for fees in the amount of $2,905.25 (General Fund) and assess a maximum of $62,000 in daily civil penalties. PROPERTY OWNER: CHARLES C SPIELMAN - Ward 4 (Anthony)

29. Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 4309 Carnation Lane for fees in the amount of $1,812 (General Fund) and assess a maximum of $48,000 in daily civil penalties. PROPERTY OWNER: CROSBIE FAMILY TRUST ELEANOR J CROSBIE TRS - Ward 6 (Ross)

PLANNING

THE ITEMS LISTED BELOW, WHERE APPROPRIATE, HAVE BEEN REVIEWED BY THE VARIOUS CITY DEPARTMENTS RELATIVE TO REQUIREMENTS FOR STORM DRAINAGE AND FLOOD CONTROL, CONNECTION TO SANITARY SEWER, TRAFFIC CIRCULATION, AND BUILDING AND FIRE REGULATIONS. THEIR COMMENTS AND/OR RECOMMENDATIONS AND REQUIREMENTS HAVE BEEN INCORPORATED INTO THE ACTION.

PLANNING - DISCUSSION

30. DIR-43794 - DIRECTOR'S BUSINESS - NON-PUBLIC HEARING - APPLICANT/OWNER: CLIFFS EDGE, LLC - Required review of an annual development report as required by Section 5.1 of the Cliff's Edge Development Agreement, on approximately 1,134 acres generally located adjacent to the south side of Grand Teton Drive, between Hualapai Way and Puli Road (APN multiple), Ward 6 (Ross). Staff recommends APPROVAL.

SET DATE

31. SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

CITIZENS PARTICIPATION

32. CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE CITY COUNCIL. NO SUBJECT MAY BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

COUNCIL MEMBER RECOGNITION

33. COUNCIL MEMBER RECOGNITION: COMMENTS MADE BY INDIVIDUAL CITY COUNCIL MEMBERS DURING THIS PORTION OF THE AGENDA WILL NOT BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND SCHEDULED FOR ACTION

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THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:
City Hall Plaza, 400 Stewart Avenue, Vending Area
City Clerk's Bulletin Board, 400 Stewart Avenue, 2nd Floor Skybridge
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

City of Las Vegas Agenda Item No.: **1.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 4, 2012

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 4, 2012

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

City of Las Vegas Agenda Item No.: **3.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 4, 2012

SUBJECT:
INVOCATION – REVEREND CYNDI DELONG, RELIGIOUS SCIENCE

City of Las Vegas Agenda Item No.: **4.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 4, 2012

SUBJECT:
PLEDGE OF ALLEGIANCE

City of Las Vegas Agenda Item No.: **5.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE CITIZEN OF THE MONTH

City of Las Vegas Agenda Item No.: **6.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF GARRETT GOSSE FOR BEING NAMED THE 2011 WENDY'S HEISMAN MALE ATHLETE OF THE YEAR

City of Las Vegas Agenda Item No.: **7.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 4, 2012

SUBJECT:
PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS ON THE AGENDA FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

City of Las Vegas

Agenda Item No.: **8.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES

☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

For Possible Action - Any items from the morning session that the Council, staff and/or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time

City of Las Vegas Agenda Item No.: **9.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

For possible action to approve the Final Minutes by reference of the Special City Council meeting of December 12, 2011 and the regular City Council meeting of December 21, 2011

City of Las Vegas Agenda Item No.: **10.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: ADMINISTRATIVE SERVICES
DIRECTOR: TED J. OLIVAS ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve three grant awards from the State of Nevada Division of Emergency Management for the receipt of funds from the Department of Homeland Security (DHS) Grant, Federal Fiscal Year 2011 (FFY2011) Urban Area Security Initiative (UASI), FFY2011 State Homeland Security Program (SHSP) and FFY2011 Citizen Corps Program (CCP) in the amounts of $153,004, $45,836 and $20,038 respectively, to support citizen preparedness activities - All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:

These subject grant awards will provide the City with funds in the amounts of $153,004, $45,836 and $20,038 to support citizen preparedness activities including the Community Emergency Response Team (CERT) program. The City of Las Vegas has been designated by the State of Nevada to administer this statewide initiative.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Department of Homeland Security (DHS) Grant/FFY2011 Urban Area Security Initiative, FFY2011 State Homeland Security Program and FFY2011 Citizen Corps Program Awards and Investment Justification (IJ) Budget Details
2. Federal Assurances, Federal Certifications, Nevada Department of Public Safety Division of Emergency Management Grant Financial and Program Assurances, and Reobligation Guidelines
3. Investment Information - Investment #9, Investment #8 and Investment #9

Brian Sandoval
Governor

Nevada Department of Public Safety

Chris Perry
Director

Christopher B. Smith
Chief

Division of Emergency Management
Homeland Security
2478 Fairview Drive
Carson City, Nevada 89701
Telephone (775) 687-0300 • Fax (775) 687-0322 • http://dem.state.nv.us/

November 2, 2011

Ms. Carolyn Levering, Emergency Manager
Las Vegas Emergency Management
500 N. Casino Center Blvd.
Las Vegas, NV. 89101

Dear Ms. Levering:

The Division of Emergency Management is pleased to enclose a Federal Fiscal Year 2011 Urban Area Security Initiative (UASI) grant award in the amount of $153,004.00.

Citizen Corps Program $153,004.00

The grant performance period is September 1, 2011 – August 31, 2013. The grant performance period is a condition of this grant award. All grant expenditures and reporting must be completed by the end of the grant performance period to receive reimbursement.

Attached to your award is a copy of the approved budget. Please be aware that any modifications to the approved budget will require approval in advance from this Division through a "Project Change Request" form.

The federal and state assurances along with the grant award documents have been updated for the FFY 2011 grant cycle. Please review these documents carefully to ensure compliance. In addition to the updated award and assurances the Division of Emergency Management is providing a declining balance detailed budget for your use, which is now a requirement with the submission of each quarterly/monthly financial report. The declining balance detailed budget will be sent to each sub-grantee electronically.

Please sign the original award, confirmation copy and federal and state assurances and return the original grant award and the signed federal and state assurances to the Division of Emergency Management, 2478 Fairview Drive, Carson City, Nevada, 89701. Please retain the confirmation copy, budget and a copy of the assurances for your records.

If you have any questions or if we can be of any assistance with the administration of this grant, please do not hesitate to contact the Homeland Security Grant Section, Division of Emergency Management, at (775) 687-0300.

Sincerely,

Christopher B. Smith
Chief, Emergency Management Division

SWilliams

Enclosures

Nevada Department of Public Safety

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY (DPS)
DIVISION OF EMERGENCY MANAGEMENT (DEM)
OFFICE OF HOMELAND SECURITY (OHS)

2478 Fairview Drive, Carson City, Nevada 89701
Telephone (775) 687-0300, Fax (775) 687-0322

Grant Award			
SUBGRANTEE:	**Las Vegas Emergency Management**	**CFDA / PROJECT NO:**	97067.11-U11
ADDRESS:	500 N. Casino Center Blvd.	**DEM DUNS:**	607025848
	Las Vegas, Nv. 89101	**SUB-GRANTEE DUNS:**	30381610
PROJECT TITLE:	Department of Homeland Security (DHS) Grant FFY11 - Urban Area Security Initiative (UASI)	**FEDERAL GRANT FUNDS:**	$153,004.00
GRANT PERIOD:	**9/1/2011 - 8/31/2013**	**MATCHING FUNDS:**	$0.00
Special Notes:		**TOTAL:**	$153,004.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Citizen Corps Program		$153,004.00
TOTAL		**$153,004.00**

This award is subject to the requirements (federal, state financial and program assurances) established by the federal government and Department of Public Safety and the Division of Emergency Management. This award is subject to availability of federal funding.
Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s)
ATTACHMENTS: (1) FEDERAL & STATE ASSURANCES (2) FINANCIAL AND PROGRAM ASSURANCES (3) FEDERAL CERTIFICATIONS (4) SCOPE AND TIMELINE OF WORK (5) LINE ITEM DETAILED BUDGET.

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Christopher B. Smith, Chief	~~**Carolyn Goodman, Mayor**~~
Name and Title of Appointing Official	Name and Title of Appointing Official
X	X
Signature of Approving Official Date: 11/4/11	Signature of Approving Official Date:

Form: DEM - FFY2011

Carolyn G. Goodman, Mayor

APPROVED AS TO FORM
12/13/11
James B. Lewis Date
Deputy City Attorney

ORIGINAL

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY (DPS)
DIVISION OF EMERGENCY MANAGEMENT (DEM)
OFFICE OF HOMELAND SECURITY (OHS)

2478 Fairview Drive, Carson City, Nevada 89701
Telephone (775) 687-0300, Fax (775) 687-0322

Grant Award			
SUBGRANTEE:	**Las Vegas Emergency Management**	**CFDA / PROJECT NO:**	97067.11-U11
ADDRESS:	500 N. Casino Center Blvd.	**DEM DUNS:**	607025848
	Las Vegas, Nv. 89101	**SUB-GRANTEE DUNS:**	30381610
PROJECT TITLE:	Department of Homeland Security (DHS) Grant FFY11 - Urban Area Security Initiative (UASI)	**FEDERAL GRANT FUNDS:**	$153,004.00
GRANT PERIOD:	**9/1/2011 - 8/31/2013**	**MATCHING FUNDS:**	$0.00
Special Notes:		**TOTAL:**	$153,004.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Citizen Corps Program		$153,004.00
TOTAL		**$153,004.00**

This award is subject to the requirements (federal, state financial and program assurances) established by the federal government and Department of Public Safety and the Division of Emergency Management. This award is subject to availability of federal funding.
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AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Christopher B. Smith, Chief	~~**Carolyn Goodman, Mayor**~~
Name and Title of Appointing Official	Name and Title of Appointing Official
X Signature of Approving Official Date: 11/4/11	X Signature of Approving Official Date:

Form: DEM - FFY2011

Carolyn G. Goodman, Mayor

APPROVED AS TO FORM
12/13/11
James B. Lewis Date
Deputy City Attorney

CONFIRMATION COPY

HOMELAND SECURITY GRANT PROGRAM (HSGP)
FFY11

INVESTMENT JUSTIFICATION (IJ) BUDGET DETAIL

IJ TITLE: Project Name: Citizens Corp South Requested REV 052011

One Budget Per Funding Stream

UASI

									Please Select Sub-Grantee Name		
									Funding Source	CITY OF LAS VEGAS	Grand Total
1	Personnel Contracts	Positions Require: How Many, Type, Max Amount of Time 12 mo, New, Existing & Description of Position. All personnel & contracts must be put under this category, please notate each line with planning, organization, training or exercise. Personnel Positions require 100% Full Time Equivalent	New	DHS Federal		-	$ -		UASI	$ -	$ -
2		Course Facilitator- 1279 hours - .63 FTE	Sustainment	DHS Federal	1200	39.00	$ 46,800.00		UASI	$ 46,800.00	$ 46,800.00
3		BSII hours CLV Office of Emergency Management Course	Sustainment	DHS Federal	300	165.00	$ 49,500.00		UASI	$ 49,500.00	$ 49,500.00
4		Support Staff - Clerical 655 Hours .32 FTE Production of Documents and maintenance of dialogic communications system for CCP member agencies	Sustainment	DHS Federal	600	16.29	$ 9,774.00		UASI	$ 9,774.00	$ 9,774.00
5			Select Type				$ -		UASI		$ -
6			Select Type				$ -		UASI		$ -
7	Planning		Select Type				$ -		UASI		$ -
8		Promotional Material :PASS CARDS, COMMUNITY BASED FIRE SAFETY, HEAT KILLS, ADVANCED SPOTTERS FIELD GUIDE, BASIC Spotters Field Guide, THUNDERSTROMS, LIGHTENING WINTER STORMS	Enhance	DHS Federal	1	5,500.00	$ 5,500.00		UASI	5500	$ 5,500.00
9			Select Type				$ -		UASI		$ -
10			Select Type				$ -		UASI		$ -
11	Organization	**Please see your grant guidance to determine the use of this category - NOT for operating costs, typically for increased threat level and/or fusion centers**	Select Type				$ -		UASI		$ -
12			Select Type				$ -		UASI		$ -
13			Select Type				$ -		UASI		$ -
14			Select Type				$ -		UASI		$ -
15	Equipment	**The complete sequence of Approved Equipment List (AEL) is required, please go to www.rkb.us for complete listing**	Select Type				$ -		UASI		$ -
16			Select Type				$ -		UASI		$ -
17			Select Type				$ -		UASI		$ -
18			Select Type				$ -		UASI		$ -
19	Training	**All Training in this category must be coordinated with the State/UASI Training Officer, Training Must have a FEMA/DHS approved course number or must be approved under the three-iteration rule**	Select Type				$ -		UASI		$ -
20		Community Emergency Response Team Student Manual	New	DHS Federal	300	12.54	$ 3,762.00		UASI	3,762.00	$ 3,762.00
21		Response/Preparedness Wheels	New	DHS Federal	1000	1.25	$ 1,250.00		UASI	1,250.00	$ 1,250.00
22		Bandage Kits	New	DHS Federal	5000	0.48	$ 2,400.00		UASI	2,400.00	$ 2,400.00
23		Student Backpacks	New	DHS Federal	300	110.00	$ 33,000.00		UASI	33,000.00	$ 33,000.00
24		Fire Extinguisher Service	New	DHS Federal	70	14.55	$ 1,018.00		UASI	1,018.00	$ 1,018.00
25			New	DHS Federal			$ -		UASI		
26			Select Type				$ -		UASI		$ -
27			Select Type				$ -		UASI		$ -
28			Select Type				$ -		UASI		$ -
29	Exercise	**All Exercises must be HSEEP compliant and coordinated with the State/UASI Exercise Officer**	Select Type				$ -		UASI		$ -
30			Select Type				$ -		UASI		$ -
31			Select Type				$ -		UASI		$ -
32			Select Type				$ -		UASI		$ -
							$ 153,004.00			**$ 153,004.00**	**$ 153,004.00**

Brian Sandoval
Governor

Nevada Department of Public Safety

Chris Perry
Director

Christopher B. Smith
Chief

Division of Emergency Management
Homeland Security
2478 Fairview Drive
Carson City, Nevada 89701
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November 2, 2011

Ms. Carolyn Levering, Emergency Manager
Las Vegas Emergency Management
500 N. Casino Center Blvd.
Las Vegas, NV. 89101

Dear Carolyn Levering:

The Division of Emergency Management is pleased to enclose a Federal Fiscal Year 2011 State Homeland Security Program (SHSP) grant award in the amount of $45,836.00.

Citizen Corps Program $45,836.00

The grant performance period is September 1, 2011 – August 31, 2013. The grant performance period is a condition of this grant award. All grant expenditures and reporting must be completed by the end of the grant performance period to receive reimbursement.

Attached to your award is a copy of the approved budget. Please be aware that any modifications to the approved budget will require approval in advance from this Division through a "Project Change Request" form.

The federal and state assurances along with the grant award documents have been updated for the FFY 2011 grant cycle. Please review these documents carefully to ensure compliance. In addition to the updated award and assurances the Division of Emergency Management is providing a declining balance detailed budget for your use, which is now a requirement with the submission of each quarterly/monthly financial report. The declining balance detailed budget will be sent to each sub-grantee electronically.

Please sign the original award, confirmation copy and federal and state assurances and return the original grant award and the signed federal and state assurances to the Division of Emergency Management, 2478 Fairview Drive, Carson City, Nevada, 89701. Please retain the confirmation copy, budget and a copy of the assurances for your records.

If you have any questions or if we can be of any assistance with the administration of this grant, please do not hesitate to contact the Homeland Security Grant Section, Division of Emergency Management, at (775) 687-0300.

Sincerely,

Christopher B. Smith
Chief, Emergency Management Division

SWilliams

Enclosures

Nevada Department of Public Safety

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY (DPS)
DIVISION OF EMERGENCY MANAGEMENT (DEM)
OFFICE OF HOMELAND SECURITY (OHS)

2478 Fairview Drive, Carson City, Nevada 89701
Telephone (775) 687-0300, Fax (775) 687-0322

Grant Award			
SUBGRANTEE:	**Las Vegas Emergency Management**	**CFDA / PROJECT NO:**	97067.11-HL1
ADDRESS:	500 N. Casino Center Blvd.	**DEM DUNS:**	607025848
	Las Vegas, Nv. 89101	**SUB-GRANTEE DUNS:**	30381610
PROJECT TITLE:	Department of Homeland Security (DHS) Grant FFY11 - State Homeland Security Program (SHSP)	**FEDERAL GRANT FUNDS:**	$45,836.00
GRANT PERIOD:	**9/1/2011 - 8/31/2013**	**MATCHING FUNDS:**	$0.00
Special Notes:		**TOTAL:**	$45,836.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Citizen Corps Program		$45,836.00
TOTAL		**$45,836.00**

This award is subject to the requirements (federal, state financial and program assurances) established by the federal government and Department of Public Safety and the Division of Emergency Management. This award is subject to availability of federal funding.
Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s)
ATTACHMENTS: (1) FEDERAL & STATE ASSURANCES (2) FINANCIAL AND PROGRAM ASSURANCES (3) FEDERAL CERTIFICATIONS (4) SCOPE AND TIMELINE OF WORK (5) LINE ITEM DETAILED BUDGET.

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Christopher B. Smith, Chief	~~Carolyn Goodman, Mayor~~
Name and Title of Appointing Official	Name and Title of Appointing Official
X [signature] 11/4/11	X Carolyn G. Goodman, Mayor
Signature of Approving Official Date:	Signature of Approving Official Date:

Form: DEM - FFY2011

APPROVED AS TO FORM
12/13/11
James B. Lewis Date
Deputy City Attorney

ORIGINAL

Nevada Department of Public Safety

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY (DPS)
DIVISION OF EMERGENCY MANAGEMENT (DEM)
OFFICE OF HOMELAND SECURITY (OHS)

2478 Fairview Drive, Carson City, Nevada 89701
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Grant Award			
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	Las Vegas, Nv. 89101	**SUB-GRANTEE DUNS:**	30381610
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APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Citizen Corps Program		$45,836.00
TOTAL		**$45,836.00**

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AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Christopher B. Smith, Chief	~~**Carolyn Goodman, Mayor**~~
Name and Title of Appointing Official	Name and Title of Appointing Official
X _____ 11/4/11	X _____
Signature of Approving Official Date:	Signature of Approving Official Date:

Form: DEM - FFY2011

Carolyn G. Goodman, Mayor

APPROVED AS TO FORM
James B. Lewis
Deputy City Attorney
12/13/11
Date

CONFIRMATION COPY

HOMELAND SECURITY GRANT PROGRAM (HSGP)
FFY11

INVESTMENT JUSTIFICATION (IJ) BUDGET DETAIL

IJ TITLE: Project Name: Citizens Corp South Requested REV 052011

One Budget Per Funding Stream

SHSP

Please Select Sub-Grantee Name

Line #	CATEGORY	DETAIL DESCRIPTION	Purchase Type	Previous Funding Type	QUANTITY	UNIT COST	TOTAL	AEL Ref #	Funding Source	CITY OF LAS VEGAS	Grand Total
1	Personnel Contracts	Positions Require: How Many, Type, Max Amount of Time 12 mo, New, Existing & Description of Position. All personnel & contracts must be put under this category, please notate each line with planning, organization, training or exercise. Personnel Positions require 100% Full Time Equivalent	New	DHS Federal		-	$ -		SHSP	$ -	$ -
2		Course Facilitator- 548 hours - .27 FTE	Sustainment	DHS Federal	500	39.00	$ 19,500.00		SHSP	$ 19,500.00	$ 19,500.00
3		Staff Hours-BSII hours CLV Office of Emergency Management Course facilitation/ Management 171 hours--FTE .084	Sustainment	DHS Federal	100	165.00	$ 16,500.00		SHSP	$ 16,500.00	$ 16,500.00
4		Support Staff - Clerical - 281 hours -- FTE .14 Production of Documents and maintenance of dialogic communications system for CCP member agencies	Sustainment	DHS Federal	100	16.29	$ 1,629.00		SHSP	$ 1,629.00	$ 1,629.00
5			Select Type				$ -		SHSP		$ -
6			Select Type				$ -		SHSP		$ -
7			Select Type				$ -		SHSP		$ -
8	Planning		Select Type				$ -		SHSP		$ -
9			Select Type				$ -		SHSP		$ -
10			Select Type				$ -		SHSP		$ -
11			Select Type				$ -		SHSP		$ -
12	Organization	Please see your grant guidance to determine the use of this category - NOT for operating costs, typically for increased threat level and/or fusion centers	Select Type				$ -		SHSP		$ -
13			Select Type				$ -		SHSP		$ -
14			Select Type				$ -		SHSP		$ -
15			Select Type				$ -		SHSP		$ -
16	Equipment	The complete sequence of Approved Equipment List (AEL) is required, please go to www.rkb.us for complete listing	Select Type				$ -		SHSP		$ -
17			Select Type				$ -		SHSP		$ -
18			Select Type				$ -		SHSP		$ -
19			Select Type				$ -		SHSP		$ -
20	Training	All Training in this category must be coordinated with the State/UASI Training Officer, Training Must have a FEMA/DHS approved course number or must be approved under the three-iteration rule	Select Type				$ -		SHSP		$ -
21		Community Emergency Response Team- Student Manual	New	DHS Federal	50	12.54	$ 627.00		SHSP	627.00	$ 627.00
22		Response/Preparedness Wheels	New	DHS Federal	750	1.25	$ 937.50		SHSP	937.50	$ 937.50
23		Bandage Kits	New	DHS Federal	788	1.45	$ 1,142.50		SHSP	1,142.50	$ 1,142.50
24		Student Backpacks	New	DHS Federal	50	110.00	$ 5,500.00		SHSP	5,500.00	$ 5,500.00
25		Fire Extinguisher Service	New	DHS Federal			$ -		SHSP		$ -
26			New	DHS Federal			$ -		SHSP		
27			Select Type				$ -		SHSP		$ -
28			Select Type				$ -		SHSP		$ -
29			Select Type				$ -		SHSP		$ -
30	Exercise	All Exercises must be HSEEP compliant and coordinated with the State/UASI Exercise Officer	Select Type				$ -		SHSP		$ -
31			Select Type				$ -		SHSP		$ -
32			Select Type				$ -		SHSP		$ -
33			Select Type				$ -		SHSP		$ -
							$ 45,836.00			**$ 45,836.00**	**$ 45,836.00**

Brian Sandoval
Governor

Nevada Department of Public Safety

Chris Perry
Director

Christopher B. Smith
Chief

Division of Emergency Management
Homeland Security
2478 Fairview Drive
Carson City, Nevada 89701
Telephone (775) 687-0300 • Fax (775) 687-0322 • http://dem.state.nv.us/

November 2, 2011

Ms. Carolyn Levering, Emergency Manager
Las Vegas Emergency Management
500 N. Casino Center Blvd.
Las Vegas, NV. 89101

Dear ~~Ms. Levering~~ Carolyn,

The Division of Emergency Management is pleased to enclose a Federal Fiscal Year 2011 Citizen Corps Program (CCP) grant award in the amount of $20,038.00.

Citizen Corps Program $20,038.00

The grant performance period is September 1, 2011 – August 31, 2013. The grant performance period is a condition of this grant award. All grant expenditures and reporting must be completed by the end of the grant performance period to receive reimbursement.

Attached to your award is a copy of the approved budget. Please be aware that any modifications to the approved budget will require approval in advance from this Division through a "Project Change Request" form.

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Please sign the original award, confirmation copy and federal and state assurances and return the original grant award and the signed federal and state assurances to the Division of Emergency Management, 2478 Fairview Drive, Carson City, Nevada, 89701. Please retain the confirmation copy, budget and a copy of the assurances for your records.

If you have any questions or if we can be of any assistance with the administration of this grant, please do not hesitate to contact the Homeland Security Grant Section, Division of Emergency Management, at (775) 687-0300.

Sincerely,

Christopher B. Smith
Chief, Emergency Management Division

SWilliams

Enclosures

Nevada Department of Public Safety

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DIVISION OF EMERGENCY MANAGEMENT (DEM)
OFFICE OF HOMELAND SECURITY (OHS)

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Grant Award			
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ADDRESS:	500 N. Casino Center Blvd.	**DEM DUNS:**	607025848
	Las Vegas, Nv. 89101	**SUB-GRANTEE DUNS:**	30381610
PROJECT TITLE:	Department of Homeland Security (DHS) Grant FFY11 - Citizen Corps Program (CCP)	**FEDERAL GRANT FUNDS:**	$20,038.00
GRANT PERIOD:	**9/1/2011 - 8/31/2013**	**MATCHING FUNDS:**	$0.00
Special Notes:		**TOTAL:**	$20,038.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Citizen Corps Program		$20,038.00
TOTAL		**$20,038.00**

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AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Christopher B. Smith, Chief	~~Carolyn Goodman, Mayor~~
Name and Title of Appointing Official	Name and Title of Appointing Official
X Chr B Smith 11/4/11	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Form: DEM - FFY2011

Carolyn G. Goodman, Mayor

APPROVED AS TO FORM
12/13/11
James B. Lewis Date
Deputy City Attorney

ORIGINAL

Nevada Department of Public Safety

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY (DPS)
DIVISION OF EMERGENCY MANAGEMENT (DEM)
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GRANT PERIOD:	**9/1/2011 - 8/31/2013**	**MATCHING FUNDS:**	$0.00
Special Notes:		**TOTAL:**	$20,038.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Citizen Corps Program		$20,038.00
TOTAL		**$20,038.00**

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Form: DEM - FFY2011

Carolyn G. Goodman, Mayor

APPROVED AS TO FORM
12/13/11
James B. Lewis Date
Deputy City Attorney

CONFIRMATION COPY

HOMELAND SECURITY GRANT PROGRAM (HSGP)
FFY11

INVESTMENT JUSTIFICATION (IJ) BUDGET DETAIL

IJ TITLE: Project Name: Citizens Corp South Requested REV 052011

One Budget Per Funding Stream

CCP

Line #	CATEGORY	DETAIL DESCRIPTION	Purchase Type	Previous Funding Type	QUANTITY	UNIT COST	TOTAL	AEL Ref #	Please Select Sub-Grantee Name: Funding Source	CITY OF LAS VEGAS	Grand Total
1	Personnel Contracts	Positions Require: How Many, Type, Max Amount of Time 12 mo, New, Existing & Description of Position. All personnel & contracts must be put under this category, please notate each line with planning, organization, training or exercise. Personnel Positions require 100% Full Time Equivalent	New	DHS Federal		-	$ -		CCP	$ -	$ -
2			Select Type				$ -		CCP		$ -
3			Select Type				$ -		CCP		$ -
4			Select Type				$ -		CCP		$ -
5	Planning		Select Type				$ -		CCP		$ -
6			Select Type				$ -		CCP		$ -
7			Select Type				$ -		CCP		$ -
8			Select Type				$ -		CCP		$ -
9	Organization	Please see your grant guidance to determine the use of this category - NOT for operating costs, typically for increased threat level and/or fusion centers	Select Type				$ -		CCP		$ -
10			Select Type				$ -		CCP		$ -
11			Select Type				$ -		CCP		$ -
12			Select Type				$ -		CCP		$ -
13	Equipment	The complete sequence of Approved Equipment List (AEL) is required, please go to www.rkb.us for complete listing	Select Type				$ -		CCP		$ -
14		Laptop Computers - Course Facilitators and Database access from remote locations	New		4	2,250.00	$ 9,000.00	04HW-01-INHW	CCP	9,000.00	$ 9,000.00
15		Maintenance Equipment for the repair and routine maintenance of equipment used in CCP provided courses. Projector Bulbs, Brochure Racking System, Replacement bulbs for "Wobble Lights", Equipment Lockers necessary for use in new facility, Manikins and Backboards, Fire Extinguisers and service, projectors for use in course facilitation	New		1	5,788.00	$ 5,788.00	21GN-00-CCEQ	CCP	5,788.00	$ 5,788.00
16		Trailer for hauling equipment to training sites	New		1	3,500.00	$ 3,500.00	12TR-00-TEQP	CCP	3,500.00	$ 3,500.00
17		Trailer Racking System	New		1	1,750.00	$ 1,750.00	21GN-00-CCEQ	CCP	1,750.00	$ 1,750.00
18			Select Type				$ -		CCP		$ -
19			Select Type				$ -		CCP		$ -
20	Training	All Training in this category must be coordinated with the State/UASI Training Officer, Training Must have a FEMA/DHS approved course number or must be approved under the three-iteration rule	Select Type				$ -		CCP		$ -
21			Select Type				$ -		CCP		$ -
22			Select Type				$ -		CCP		$ -
23			Select Type				$ -		CCP		$ -
24	Exercise	All Exercises must be HSEEP compliant and coordinated with the State/UASI Exercise Officer	Select Type				$ -		CCP		$ -
25			Select Type				$ -		CCP		$ -
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27			Select Type				$ -		CCP		$ -
							$ 20,038.00			**$ 20,038.00**	**$ 20,038.00**

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. Administrative Requirements 44 CFR, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 2 CFR, Part 215, Institutions of Higher Education, Hospital and other Non-Profit Organizations. Cost Principles, 2 CFR, Part 225, State and Local Governments, 2 CFR, Part 220, Educational Institutions, 2 CFR, Part 230 Non-Profit Organizations and Federal Acquisitions Regulations Sub-part 31.2, Contracts with Commercial Organizations. In addition, the applicant assures and certifies that:

I. 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 as may be required.

II. 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.

III. 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.)

IV. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

V. 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.

VI. 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.

VII. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

VIII. 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.

IX. 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.

X. Environmental and Historic Preservation Compliance. FEMA is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its Environmental and Historic Preservation (EHP) Program, engages in a review process to ensure that FEMA-funded activities comply with various Federal laws including National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

a. Any project with the potential to impact EHP resources (see Section E.8) cannot be initiated until FEMA has completed its review. The sub-grantees shall provide any information requested by FEMA to ensure compliance with applicable Federal EHP requirements.

b. Grantees may be required to provide detailed information about the project, including the following: location (street address or map coordinates); description of the project including any associated ground disturbance work, extent of modification of existing structures, construction equipment to be used, staging areas, access roads, etc.; year the existing facility was built; natural, biological, and/or cultural resources present in the project vicinity; visual documentation such as site and facility photographs, project plans, maps, etc; and possible project alternatives. For certain, types of projects, FEMA must consult with other Federal, state and local agencies such as the U.S. Fish and Wildlife Service, State Historic Preservation Offices, and the U.S. Army Corps of Engineers, as well as other Federal, State, Local and Tribal Nations agencies and organizations responsible for protecting natural and cultural resources.

c. For projects with the potential to have significant adverse effects on the environment and/or historic properties, FEMA's EHP review and consultation may result in a substantive agreement between the involved parties outlining how the sub-grantee will avoid the effects, minimize the effects, or, if necessary, compensate for the effects. Because of the potential for significant adverse effects to EHP resources or public controversy, some projects may require an additional assessment or report, such as an Environmental Assessment, Biological Assessment, archaeological survey, cultural resources report, wetlands delineation, or other document, as well as a public comment period.

d. Sub-grantees are responsible for the preparation of such documents, as well as for the implementation of any treatment or mitigation measures identified during the EHP review that are necessary to address potential adverse impacts.

e. Failure of the sub-grantee to meet Federal, State, and local EHP requirements, obtain applicable permits, and comply with any conditions that may be placed on the project as the result of FEMA's EHP review may jeopardize Federal funding.

XI. It will comply, and assure the compliance of all its sub-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.

XII. 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.

XIII. It will comply, and all its sub-grantee and 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.

XIV. Services to limited English proficient (LEP) persons. Recipients of FEMA financial assistance are required to comply with several Federal civil rights laws, including Title VI of the Civil Rights Act of 1964, as amended. These laws prohibit discrimination on the basis of race, color, religion, natural origin, and sex in the delivery of services. National origin discrimination includes discrimination on the basis of limited English proficiency.

a. To ensure compliance with Title VI, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

b. The sub-grantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. For additional information, see http://www.lep.gov. Integrating individuals with disabilities into emergency planning. Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination against people with disabilities in all aspects of emergency mitigation, planning, response, and recovery by entities receiving financial funding from FEMA.

c. Executive Order #13347, entitled "Individuals with Disabilities in Emergency Preparedness" signed in July 2004, requires the Federal Government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.

d. Executive Order 13347 requires the Federal government to, among other things, encourage consideration of the needs of individuals with disabilities served by State, local, and tribal governments in emergency preparedness planning.

e. FEMA has several resources available to assist emergency managers in planning and response efforts related to people with disabilities and to ensure compliance with Federal civil rights laws:
Guidelines for Accommodating Individuals with Disabilities in Disaster: The Guidelines synthesize the array of existing accessibility requirements into a user friendly tool for use by response and recovery personnel in the field.

i. Guidelines are available at, http://www.fema.gov/oer/reference/

ii. Disability and Emergency Preparedness Resource Center: A web based "Resource Center" that includes dozens of technical assistance materials to assist emergency managers in planning and response efforts related to people with disabilities can be found at, http://www.disabilitypreparedness.gov

iii. Emergency Planning for Persons with Disabilities and Special Needs: http://www.LLIS.gov

XV. 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.

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

XVII. 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.

XVIII. Compliance with the National Energy Conservation Policy and Energy Policy Acts. In accordance with the 2008 DHS Appropriations Act, all FY 2008 grant funds must comply with the following two requirements:

a. None of the funds made available through shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et. Seq.), or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).

b. None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992 (42 USC13212).

XIX. HSPD-5 requires that Federal agencies tie Federal preparedness funding eligibility directly to progress on **NIMS implementation**. Inability to demonstrate compliance with required NIMS implementation activities could affect Federal preparedness funding at any level of government – state agency, county, local jurisdiction or department. Those receiving, or planning to receive, Federal preparedness funding from any Federal sources should examine the applicable grant guidance to determine eligibility requirements.

VICTIMS PROTECTION ACT OF 2000

XX. Implements section 106(g) of the trafficking Victims Protection Act of 2000 (TVPA) as amended (22 U.SC. 7104 (g).

CLASSIFIED NATIONAL SECURITY INFORMATION

XXI. "Classified national security information" as defined in the Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

TRANSPARENCY ACT

XXII. As of October 1, 2010, all Federal agencies are to initiate sub-award reporting pursuant to P.L. 109-282 of the Federal Funding Accountability and Transparency Act. This includes an implementation policy to require the collection and reporting on sub-award data, improvement to the data quality of Federal Awards and enhancement of technological capabilities of the USAspending.gov.

As the duly authorized representative of the applicant for, FFY11, 97067.11-M11, City of Las Vegas, Metropolitan Medical Response System, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

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

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.

I. LOBBYING

1. 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.
   - **d.** 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 the Federal awarding agency. Under this Federal certifications section, (I) Lobbying, section d this clause is considered a special condition.

II. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

1. 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
2. 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.

III. DRUG-FREE WORKPLACE (SUB-GRANTEES OTHER THAN INDIVIDUALS)

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

1. 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 Sub-grantees 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
     - **i.** The dangers of drug abuse in the workplace;
     - **ii.** The Sub-grantees policy of maintaining a drug-free workplace;
     - **iii.** Any available drug counseling, rehabilitation, and employee assistance programs; and
     - **iv.** 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
     - **i.** Abide by the terms of the statement; and
     - **ii.** 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 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 with respect to any employee who is so convicted
     - **i.** 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
     - **ii.** 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.

IV. NON-SUPPLANTING CERTIFICATION

This certification affirms that grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or sub-grantees may be required to supply documentation certifying that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

VICTIMS PROTECTION ACT OF 2000

V. Implements section 106(g) of the trafficking Victims Protection Act of 2000 (TVPA) as amended (22 U.SC. 7104 (g).

CLASSIFIED NATIONAL SECURITY INFORMATION

VI. "Classified national security information" as defined in the Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

TRANSPARENCY ACT

VII. As of October 1, 2010, all Federal agencies are to initiate sub-award reporting pursuant to P.L. 109-282 of the Federal Funding Accountability and Transparency Act. This includes an implementation policy to require the collection and reporting on sub-award data, improvement to the data quality of Federal Awards and enhancement of technological capabilities of the USAspending.gov.

As the duly authorized representative of the applicant for, FFY11, 97067.11-M11, City of Las Vegas, Metropolitan Medical Response System, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

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

NEVADA DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
GRANT FINANCIAL AND PROGRAM ASSURANCES

These assurances are to specify the requirements for State, Local, Indian Tribal Governments, higher education, hospitals, and other non-profit organizations while performing the administrative functions for any Federal grant funds. The applicant hereby assures compliance with the following conditions as part of the Notice of Grant Award:

I. FEDERAL SINGLE AUDIT

1. Sub-grantees shall comply with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the sub-grantee must have an annual audit conducted in accordance with OMB Circular A-133 if the sub-grantee expends more than $500,000 from Federal Awards. If the sub-grantee has expended more than $500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the Nevada Department of Public Safety for review within the earlier of 30 days after receipt of the auditor's report(s), or 13 months after the end of the audit period, unless a different period is specified in a program-specific audit guide. Unless restricted by law or regulation, the auditee shall make report copies available for public inspection.
   a. Required documentation for the performance of internal audits must be provided to the Division of Emergency Management (DEM) upon request within 30 days. Grant closeout is contingent upon the DEM audit and resolution of any discrepancies. Any non-submission of required internal audit documentation could result in the delay or non-payment of reimbursement requests, the deobligation of remaining Federal funds and/or jeopardize your eligibility to receive further Federal funding through DEM.
2. Sub-grantees who expend less than the required $500,000 under the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), which is incorporated into this agreement by reference, will provide to the State of Nevada Department of Public Safety uncertified financial statements, (financial statements without the opinion of an independent external auditor) including notes and a schedule of expenditures of Federal awards for sub-grantees fiscal year end, signed by the Sub-grantees executive management within the earlier of 30 days after receipt of the financial report(s), or nine months after the end of the reporting period.
3. Grant revenue and expenditure records and supporting documentation must be maintained and made available upon request by the State Division Internal Audit, Legislative Council Bureau and the DEM or any other entity as required by law to audit the sub-grantee. The sub-grantees are required if requested to respond to auditors inquiries, as required by the State of Nevada Administrative Manual (SAM) 3000, http://nevadabudget.org/index.php/publications/sam/18-3000

II. FISCAL RESPONSIBILITY

1. Financial management must comply with the requirements of OMB Circular A-102 or 2 CFR, Part 215 (*A-110*), whichever is applicable to sub-grantees organization, and which are incorporated into these assurances by reference.
2. All grant expenditures are to be reasonable and allowable in accordance with 2 CFR, Part 220 (*A-87*), 2 CFR, Part 225 (*A-122*) or 2 CFR, Part 230 (*A-122*), whichever is applicable to your organization, and which are incorporated into these assurances by reference.
3. Payment made by the DEM to the sub-grantee shall be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete reimbursement and match supporting documentation to be submitted by the sub-grantee. All payments will be contingent upon receipt of all fiscal and programmatic reports required of the sub-grantee under these assurances.

a. Supporting documentation shall include, but is not limited to, invoices, documented program/project deliverables, travel claims, payment vouchers, proof of payment (clearing documents), payroll reports, staffing/volunteer timesheets, contracts, bid/procurement process documentation, lease agreements, agendas, meeting attendance documentation, training documentation, After Action Reports (AAR), Authorized Equipment Lists (*AEL*), Central Contractor Registry (CCR), Excluded Parties Listing (*EPLS*) and must be cross-referenced to approved budgets.

b. All equipment requested must be on the approved equipment list (*AEL*) (using the most current AEL from grant year and grant program that you are requesting/expending grant funds, please see www.rkb.us). The DEM will not reimburse for any equipment purchased which is not identified on the AEL list and/or not on the approved Budget Detail Matrix.

4. The sub-grantee is aware of and shall comply with the cost-sharing requirements of the Federal grant program (if applicable).
   a. Match supporting documentation must be kept in the same manner as reimbursement supporting documentation for grant funds and meet the following criteria for costs to be eligible as match:
      1. The costs must be allowable under the grant program.
      2. The costs must be in compliance with all Federal requirements and regulations (*i.e., 44 CFR, Part 13 and 2 CFR, Part 215, Part 225, Part 230 and OMB Circular A-102 as applicable to your organization*).
      3. The costs must be reasonable, allowable, allocable, and necessary.
      4. The following documentation is required for third-party cash and in-kind contributions, but is not limited to: Record of donor; Dates of donation; Rates for staffing, equipment or usage, supplies, etc.; Amounts of donation; and Deposit slips for cash contributions. According to 44 CFR § 13.24, this documentation is to be held at the applicant and sub-applicant level.
      5. Except as provided by Federal statute, a cost sharing or matching requirement may not be met by costs borne by another Federal grant or Federal funding.
      6. The source of the match funds must be identified in the grant application.
      7. Every item must be verifiable, i.e., tracked and documented.
      8. Any claimed cost share expense can only be counted once.
5. Sub-grantees will comply with the FEMA/Grant Programs Directorate policy regarding the use of preparedness grant funding for sustainment costs. Grant funds may be used to cover only those maintenance agreements, user fees, and other sustainment costs provided during the grant performance period in which the device was purchased.
6. Sub-grantees may not use future year preparedness grant funding to pay for additional agreements and user fees, please refer to IB 336. All ongoing expenses after the performance period has expired are the responsibility of the grantee/sub-grantee and will not be paid for with FEMA preparedness grant funding.
   a. Sub-grantees may use FEMA preparedness grant funding to pay for maintenance agreements, user fees, and other sustainment costs as long as:
      1. The equipment was purchased with FEMA preparedness grant funding.
      2. The sustainment costs fall within the performance period of the grant that was used to purchase the equipment.
   b. Sustainment costs are eligible under the equipment category unless the equipment is M&A related (grants management equipment).

III. FISCAL REPORTING RESPONSIBILITY

1. Quarterly financial reports (QFR) with supporting documentation shall be submitted to the DEM within 30 days, but no later than 45 days following the close of each quarter of the sub-grant period. A QFR is required every quarter regardless if the QFR equals a zero dollar amount. The final financial report must be submitted to the DEM no later than 60 days following the end of the grant performance period. Late reports, unless approved by the DEM, could delay reimbursement or result in non-payment of the claim. All forms used for reporting are provided by the DEM. Reimbursement will be made by the DEM in a first come first serve basis. Every effort will be made by the DEM to ensure reimbursements will be made timely. The submission of inaccurate or incomplete information with unapproved reporting documentation and/or templates will result in the rejection of the quarterly report.
   As applicable for grant programs, reports consist of, but are not limited to:
   a. Division of Emergency Management Quarterly Financial Report
   b. Quarterly Progress Summary
   c. Program Narrative
   d. Approved Detailed Budget (or approved Vulnerability Reduction Purchase Plan, VRPP)
   e. Quarterly Project Plan/Work Plan (*EMPG*).
   f. Compliance with HSGP Reobligation Guidelines (effective August 18, 2011). Please see attached for the complete copy of the Guidelines.
2. 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. All requests must be submitted to the DEM on the approved Project Change Request form. The Project Change Request form must be accompanied by, but is not limited to, a Revised Budget Detail Matrix and written justification.

IV. FUNDS MANAGEMENT

1. The sub-grantee must maintain funds received under these assurances in separate ledger accounts and cannot mix these funds with other sources. The sub-grantee must manage funds according to applicable Federal regulations for administrative requirements, costs principles and audits.
2. The sub-grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained include, but are not limited to: Financial Management, Procurement, Personnel, Equipment, Property and Travel.
3. A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.
4. The sub-grantee must follow the Department of Public Safety, Division of Emergency Management Contracting and Procurement Grant Guidance dated April 19, 2011. The sub-grantee must follow CFR 44 Part 13 section 4, regarding sole source procurement. All sole sourcing requests over $100,000 must be approved prior to procurement or a sub-grantee contractual agreement. The approval must be issued by the SAA and FEMA/DHS.

V. PROGRAM RESPONSIBILITY

1. Quarterly program reports with supporting documentation shall be submitted to the DEM within 30 days, but no later than 45 days following the close of each quarter of the grant performance period. The final Program Report must be submitted to the DEM no later than 60 days following the end of the grant period. Late reports, unless approved by the DEM, could delay reimbursement. Late reports, unless approved by the DEM, could result in non-payment of the claim. All forms used for reporting are provided by the DEM. The submission of inaccurate or incomplete information and unapproved documentation will result in the rejection of the Quarterly final report.
   As applicable for grant programs, reports consist of, but are not limited to:
   a. Division of Emergency Management Quarterly Financial Report
   b. Quarterly Progress Summary
   c. Program Narrative
   d. Approved Detailed Budget
   e. Quarterly Project Plan
2. A completed Project Plan form shall be submitted to DEM prior to issuance of any sub-grant.
   a. The project plan must clearly document all individual projects, milestones, tasks, deliverables and

timelines and must support and be traceable to the approved Budget Detail Matrix and the Federally approved Investment Justification.

b. Late submission could result in delay of reimbursement, and failure to comply could result in non-payment of reimbursement claims.

3. The Program Narrative for exercises shall address the following required elements of the Nevada Exercise Program (*contact the DEM for the Nevada Exercise Program instructions if applicable to your program*): All training funded by DHS grants must be pre-approved by the State DEM Training Officer. Requests for the use of Homeland Security Grant Program (HSGP) funding in support of training programs/and or individual requests must be coordinated and approved by: Your local jurisdiction, your county (Emergency Manager) or designated Training Coordinator, the State Administrative Agency(SAA) Nevada Division of Emergency Management and the SAA Training Point of Contact (TPOC). The jurisdiction/ or individuals must obtain this approval prior to any commitment for any requested training utilizing Homeland Security funds. Detailed instruction and forms are attached.

a. Annual participation in the Training and Exercise Plan Workshop (TEPW) to collaborate with all agencies in the development, planning and implementation of the Multi-Year Exercise and Training Plan (MYTEP) regarding training and exercise types, dates, locations, target capabilities, and/or Federal funding.

b. Each county-level jurisdiction will identify a National Exercise Schedule (NEXS) point of contact that will serve as the Exercise Scheduler. The county-level Scheduler will be responsible for the submission of all required exercise information to the NEXS website. This requires approval by the State Exercise Officer.

c. Electronic submission of the AAR/IP to the DEM within 60 days of the conduct of the exercise utilizing the DHS-approved format and process.

1. One hard copy of the AAR/IP shall be submitted to the DEM Exercise Training Officer and one electronic copy of AAR/IP shall be submitted via the DHS Secure Portal in the Nevada Folder with an email notifying in writing the State of Nevada Exercise Training Officer of the submission.

VI. EQUIPMENT MANAGEMENT

Effective control and accountability must be maintained for all equipment acquired with Federal funds. The sub-grantee must adequately safeguard all such equipment and must assure that it is used solely for authorized purposes as described in the guidance. The sub-grantee will use, manage, and dispose of such property in accordance with 44 CFR, Part § 13.32.

1. As required by 44 CFR Ch I, § 13.32 Equipment, the DEM, for compliance monitoring purposes as policy for all state agency sub-grantees equipment/asset management internal controls/policies and procedures will follow the regulatory compliance of the Nevada State Administrative Manual 1544.0, NRS 354.625 and NRS 333.220, which applies a state mandated $1,000.00 per unit threshold.

2. As required by 44 CFR Ch I, § 13.32 Equipment, all other Local, Indian Tribal Governments, higher education, hospitals, and other non-profit sub-grantees for compliance monitoring purposes as policy will follow the regulatory compliance of 44 CFR Ch I, § 13.32 which applies a Federally mandated $5,000.00 per unit threshold.

3. Accurate records maintained on all acquisitions and dispositions of property acquired with Federal awards.

4. Federally funded equipment records must contain description (including serial number or other identification number), source, who holds title, acquisition date and cost, percentage of Federal participation in the cost, location, condition, and disposition data.

5. Property tags are placed on equipment.

6. At a minimum, a physical inventory of the Federally funded property must be taken and reconciled with the property records at least once every two years in accordance with 44 CFR, Part § 13 or by jurisdictional regulation or guidance.

7. Procedures established to ensure that the Federal awarding agency is appropriately reimbursed for dispositions of property acquired with Federal awards.

a. When the equipment is no longer needed, the grantee or sub-grantee will request disposition instructions from the Federal agency through the SAA

b. Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency, however when ever possible the equipment should be retained and used or transferred to be used within the same general scope of work which it was originally paid under.

c. Items of equipment with a current per unit fair market value in excess of $5,000 may be retained or sold and the Federal awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's share (*the Federal percentage of participation*) of the equipment.

8. Policies and procedures in place for responsibilities of recordkeeping and authorities for disposition.

VII. SUB-GRANTEE MONITORING

The sub-grantee agrees to participate in DEM's annual monitoring visits and to follow up and take corrective action on all identified non-conformances and observations with action, which includes, but is not limited to, the submission and implementation of corrective action plans to the DEM.

1. The sub-grantee is responsible for follow-up and corrective action on all non-conformances and observations with action from the DEM.
2. The sub-grantee shall prepare a corrective action plan(s) for identified non-conformances and observations with action.
3. The sub-grantee will implement the approved corrective action plan(s) for non-conformances and observations with action.

VIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

1. Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the 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.
2. Whenever possible equipment, real property, public service announcements, etc., should reflect, "made possible by the Nevada Department of Public Safety Division of Emergency Management and paid for by FEMA/DHS."

IX. INDEMNIFICATION

1. Sub-grantee agrees to indemnify, save and hold the state, its agents and employees harmless from any and all liability, claims, actions, damages, losses, and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts of omissions of this agreement by sub-grantee, its agents or employees.

X. CONFIDENTIALITY OF RECORDS

1. If this grant funds any form of written or visual material that identifies employees of the DEM, prior approval must be obtained from the DEM before publishing or finalization.

XI. ASSIGNMENT AND DELEGATION

1. The 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, which includes sub-sub granting funds without prior knowledge or approval of DEM.

XII. DEBARMENT CERTIFICATION

1. The sub-grantee agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions".

XIII. CONTRACTORS

1. The sub-grantee may enter into a written contract(s) for products and/or services pertaining to its functions under the grant award in accordance with terms established in the State of Nevada procurement policy, OMB Circulars, the DHS Financial Management Guide, and the DHS Program Guides.
2. The sub-grantee agrees and understands that no contract or agreement that the sub-grantee enters into with respect to performance under the grant award shall in any way relieve the sub-grantee of any responsibilities for performance if its duties.
3. The sub-grantee must follow the Department of Public Safety, Division of Emergency Management Contracting and Procurement Grant Guidance dated April 19, 2011. The sub-grantee must follow the CFR 44 Part 13 section 4, regarding sole source procurement. All sole sourcing requests over $100,000 must be approved prior to procurement or a sub-grantee contractual agreement. The approval must be issued by the

SAA and FEMA/DHS.

XIV. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

1. The Department of Homeland Security released the National Incident Management System (NIMS) as required by Homeland Security Presidential Directive (HSPD) 8 Management of Domestic Incidents and Preparedness. HSPD-5 established and designated the National Integration Center (NIC) Incident Management Systems Division as the lead Federal entity to coordinate NIMS compliance.
2. To be eligible to receive grant funding, applicants must meet NIMS compliance requirements. State, Territory, Tribal, and local governments are considered to be in full NIMS compliance if they have adopted and/or implemented compliance activities, as determined by the National Incident Management System Capability Assessment Support Tool (NIMSCAST) or other accepted means. Additional information on achieving compliance is available at http://www.fema.gov/emergency/nims/

XV. APPLICABLE FEDERAL REGULATIONS

The sub-grantee must comply with the Office of Management and Budget *(OMB)* Circulars and other Federal guidance including but not limited to:

1. Grant Program Guidance issued by the U.S. Department of Homeland Security, at http://www.fema.gov/government/grant/index.shtm
2. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at http://www.whitehouse.gov/omb/circulars_a133/
3. OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments, at http://www.whitehouse.gov/omb/circulars_a102/
4. 2 CFR, Part 215, Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals, and other non-profit organizations (*OMB A–110*), at http://www.whitehouse.gov/omb/assets/omb/circulars/a110/2cfr215-0.pdf
5. 2 CFR, Part 220, Cost Principles for Educational Institutions (*OMB A-21*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a21.pdf
6. 2 CFR, Part 225, Cost Principles for State, Local, and Indian Tribal Governments (*OMB A–87*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a87.pdf
7. 2 CFR, Part 230, Cost Principles for Non-Profit Organizations (*OMB A–122*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a122.pdf
8. 44 CFR, Part 13, Emergency Management and Assistance, at http://www.access.gpo.gov/nara/cfr/waisidx_08/44cfr13_08.html
9. U.S. Department of Homeland Security Authorized Equipment List (AEL) available at https://www.rkb.us/mel.cfm?subtypeid=549

XVI. Environmental Historical Preservation (EHP)

The all sub-grantees will follow the EHP requirements set forth by the Federal granting agency. The sub-grantee will not undertake any project having the potential to impact Environment and Historical Preservation (EHP) resources without the prior written approval of the Federal granting agency, including but not limited to ground disturbance, construction, modification of structures, and purchase and use of sonar equipment. Sub-grantees must comply with all conditions placed on the project as a result of the EHP review. Any change to the approved project scope of work will require a re-evaluation for compliance with these EHP requirements.

Any construction or renovation activities defined by the SAA's office that have been initiated without the necessary EHP review and approval will result in a non-compliance funding and will not be eligible for Federal funding.

Construction includes the following and requires EHP approval:

1. Training and Exercises
2. Purchase of Equipment
3. Physical Security Enhancements

4. Renovation/Upgrades, Modifications to exiting structures (which include drywall, paint, carpet or any modifications to existing structure etc.)
5. New Construction or New Additions
6. Communication Towers and related equipment, equipment shelters
7. Other activities that may apply under the EHP section

Please see the link provided for IB 371 Environmental Historical Review Process http://www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.docx

XVII. TERMINATION

The DEM retains the right to terminate this sub-grant, for cause, at any time before completion of the grant period when it has determined that the sub-grantee has failed to comply with the conditions of these assurances.

1. The DEM reserves the right to terminate the grant in whole or in part due to the failure of the sub-grantee to comply with any term or condition of the signed and agreed upon assurances, failure to implement audit/monitoring recommendations within the prescribed period of time, failure to communicate with or respond to any State Administrative Agency (SAA) request or communication, to acquire and maintain all required insurance policies, bonds, licenses, permits and certifications or to make satisfactory progress in performing the program, financial and administrative requirements of the grant.
2. The DEM staff shall provide written notice of the termination and the reasons for such actions to the sub-grantee.
3. The DEM may, upon termination of the award, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under the award. The sub-grantee shall be liable to the DEM for any excess costs incurred by the DEM in procuring materials or services in substitution for those due from the sub-recipient.

As the duly authorized representative of the applicant for FFY11, 97067.11-M11, City of Las Vegas, Metropolitan Medical Response System, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

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

Reobligation Guidelines

Purpose

The purpose of these guidelines is to ensure that the Nevada Commission on Homeland Security (NCHS), State Administrative Authority (SAA) and subgrantees of Homeland Security Grant Programs (HSGP) provide for the best utilization of grant resources when cost savings or cost shortfalls are realized during a grant performance period.

1. Performance Period

Effective with the FFY10 HSGP grant cycle, the performance period for each subgrant will be 24 months to allow for adequate time to obligate HSGP funds as necessary. The SAA may modify performance periods based on the requirements of future grant guidance.

Extensions to the subgrant performance period will be approved by the SAA. The subgrantee must provide a written request for extension to the SAA at least one (1) month prior to the end of the subgrantee performance period. If the grant extension is denied, the grant funds will be deobligated.

2. Project Change Requests

All Project Change Requests must be submitted to the SAA using the approved Project Change Request form. The completed Project Change Request forms must be submitted to the SAA at dhsgrants@dps.state.nv.us.

All Project Change Requests will be reviewed by the SAA to ensure that the change(s) requested is compliant with federal grant guidance. Once the SAA makes its determination that the Project Change Request complies with federal grant guidance, the request will be handled as follows:

A. Project Change Requests Approved by SAA:

   i. Any request for reobligation of funding within an existing approved budget that does not exceed $100,000, may be approved by the SAA, if the Project Change Request is clearly within federal grant guidance.

B. Project Change Requests Approved by NCHS:

   i. Any request for reobligation of funds that exceeds $100,000 will be reviewed by the NCHS. The NCHS will provide a recommendation to the Governor for

reobligation of funding and notify DEM of the recommendation.

ii. Any request for the redirect of funds that is inconsistent with the approved Investment Justification or which is considered a change in scope will be submitted to the NCHS and/or Finance Committee for review. The NCHS and/or Finance Committee will provide a recommendation to the Governor for reobligation of funding and notify DEM of the recommendation.

iii. Any deobligated funding that exceeds $100,000 will be submitted to the NCHS for review. The NCHS will provide a recommendation to the Governor for reobligation of funding and notify DEM of the recommendation.

DEM, at their own discretion, may defer to the NCHS and/or the Finance Committee on any Project Change Request subject to DEM approval.

3. Request for Additional Grant Funding

A sub-grantee seeking additional funding (de-obligated funds) must submit the request to the SAA on the approved forms at dhsgrants@dps.state.nv.us.

A request for additional funding must include:

A. A written justification explaining, at a minimum, the following:

i. Impact of non-completion the project in the originally approved budget;
ii. Explanation as to why the redirect of funds was not addressed in the original investment or another related investment, if applicable;
iii. Benefit to the state's overall capabilities by approving the requested redirect of funds;
iv. Anticipated timeline to complete proposed project, inclusive of milestones and anticipated deliverables; and
v. Impact of not approving the request to redirect of funds;

B. A copy of the original budget; and

C. A copy of a detailed line-item budget demonstrating the subgrantee's intended use of the funds if the redirect of funds is approved.

The SAA will review the request to ensure compliance with federal grant guidance. The SAA will forward a report of compliance to the NCHS.

4. Restrictions

Reobligation of funds will not be approved by the SAA or the NCHS if the request includes, but is not limited to, any of the following restrictions:

1. Non-compliance with federal guidance;
2. Supplanting;
3. Misappropriation of funds;
4. Commingling of funds;
5. Denial by the Department if Homeland Security;
6. Inability for projects to be completed within the remaining performance period; or
7. Non-conformance with the goals and priorities of the NCHS.

5. Time Sensitive

Federal law mandates that unspent federal funds be returned to the federal government at the end of the grant performance period. In the event that unspent funds exist and there is insufficient time in the grant performance period to reconvene the NCHS and Finance Committee, the SAA in its sole discretion, may reobligate grant funding within the scope of the approved Investment Justification.

In the event that the SAA reobligates time sensitive funding, the reobligation of funds will be placed as an informational item on the agenda of the next regularly scheduled meeting of the NCHS.

Brian Sandoval
Governor

Nevada Department of Public Safety

Chris Perry
Director

Christopher B. Smith
Chief

Division of Emergency Management
Homeland Security
2478 Fairview Drive
Carson City, Nevada 89701
Telephone (775) 687-0300 • Fax (775) 687-0322 • http://dem.state.nv.us/

The Nevada Department of Public Safety, Division of Emergency Management (DEM) is committed to providing the Nevada emergency management community, emergency response professionals, volunteers, and the private sector with the means to produce quality exercises that improve the preparedness of the State of Nevada, its citizens and resources. This is accomplished through the use of a State-wide exercise program: the Nevada Exercise Program (NEP), which includes standardized policies, processes, products, and assistance in all aspects of exercises. The NEP is an all hazard, multi-discipline, multi-jurisdictional program that utilizes a building-block approach with exercises of increasing complexity and scope.

Exercises validate capabilities of individuals, teams, organizations and communities to prevent, protect, respond to, and recover from the effects of all emergency/disaster events. In order to successfully accomplish the validation of capabilities exercises need to have consistent processes for development, conduct, and evaluation. The Homeland Security Exercise and Evaluation Program (HSEEP) provides this consistency. All exercises conducted in Nevada, utilizing Federal grant funds, are required to adopt the principles and guidance provided in HSEEP.

Additionally, all exercises must be National Incident Management System (NIMS) compliant by meeting the following three criteria:

- Incorporate NIMS/ICS into training and exercises.
- Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.
- Incorporate corrective actions into preparedness response plans and procedures.

NEP COMPONENTS

The NEP consists of seven components: 1) ***Training and Exercise Plan Workshop,*** 2) Exercise ***Scheduling***, 3) Standardized ***Process*** and Documents, 4) ***Reporting***, 5) ***Corrective Action***/Tracking, 6) ***Technical Assistance***, and 7) Exercise ***Training*** Curriculum. Each component is dependent on each other and ties in and supports the State of Nevada Strategic Plan, which in turn supports the National Strategy and Priorities.

Training and Exercise Plan Workshop. Each year the annual Training and Exercise Plan Workshop (T&EPW) will be conducted for all local jurisdictions, State and Federal agencies, and the private sector to identify training and exercise activities for the subsequent three years that support the State Strategy which in turn support the National Priorities. Prior to the T&EPW an Improvement Planning Conference is conducted to review the previous year's exercise and actual disaster events' After Action Report / Improvement Plan (AAR/IP) for areas that identify modifications to the State Strategy and any shifts in designated Target Capabilities.

A T&EPW Read Ahead Package is sent to participating jurisdictions, agencies and private sector participants to ensure that participants are prepared to address required information regarding training and exercise activities, targeted dates, associated costs, and identified Target Capabilities. The resulting Multi-Year Training and Exercise Plan (MYTEP) is produced, distributed, and periodically updated as modifications require.

Exercise Scheduling. All exercises conducted in Nevada must be entered into a national database of exercises utilizing the National Exercise System (NEXS), an internet-based software program that captures basic statistical information. Each county-level jurisdiction will identify a NEXS point of contact who will serve as the Exercise Scheduler. The Scheduler has the ability to create new exercises as well as modify and delete any exercise they create in the database. They will also have "view-only" capability for any exercise within their Exercise Administrative Authority (EAA's) domain: in this case, the State of Nevada. Exercise Schedulers can register at the U.S. Department of Homeland Security, Federal Emergency Management Agency USDHS/FEMA HSEEP homepage at https://hseep.dhs.gov/.

Each state will also have a State Exercise Administrative Authority (EAA) who has access authority over all exercises, users, and Exercise Schedulers within their scheduling domain (State of Nevada). The EAA is the Domain's approving authority prior to an exercise appearing in the National Exercise Schedule Database. The EAA can create, modify and delete any exercise data on the National Exercise Schedule.

Standardized Process and Documents. All exercises conducted in Nevada must follow the standardized process and guidance of the HSEEP. HSEEP provides exercise documents/document formats and samples, planning conferences, and exercise concepts in all phases of an exercise (concept, design and development, conduct, evaluation, and follow-up corrective actions and tracking). The one single exercise document that must follow a prescribed format with a specified content and process is the AAR/IP.

Exercise guidance is provided in the form of HSEEP Manuals (HSEEP Volume I: Exercise Program Overview and Management; Volume II: Exercise Planning and Conduct; Volume III: Exercise Evaluation and Improvement Planning; and Volume IV: Templates and Samples) which can be accessed from the HSEEP homepage at https://hseep.dhs.gov/.

Exercise Reporting. All operations- and discussion-based exercises will result in an exercise After Action Report (AAR) within 60 days following the conduct of the exercise. The AAR will identify areas of success and areas requiring improvement describing the issue, analysis, any recommendations utilizing the Exercise Evaluation Guides (EEGs) of the 37 Target Capabilities List (TCL) as the basis for evaluation. The AAR format will follow guidance identified in HSEEP Manuals. The AAR will include an Improvement Plan (IP) as part of the AAR (see next section). One hard copy of the AAR/IP shall be submitted to the DEM Exercise Training Officer and one electronic copy of the AAR/IP shall be submitted via the Corrective Action Program System (CAPS) in the Nevada Folder with an email notifying the State of Nevada Exercise Training Officer of the submission. All AARs will be reviewed for HSEEP formatting compliance and forwarded to USDHS/FEMA as a condition for meeting minimum Federal grants and programs requirements.

Corrective Action/Tracking. As an annex to the exercise AAR, a process for identifying corrective actions and tracking them to completion will be utilized. This is the IP. The IP will identify the issue, recommended corrective action, assignments, and recommended completion date. The IP format will follow guidance identified in HSEEP Manuals. Use the web-based software program CAPS to electronically manage the identification and tracking of the IP portion of the AAR.

Technical Assistance. Technical assistance in any area of exercise design, conduct, and evaluation will be available from the State of Nevada Exercise Training Officer (NV ETO). The NV ETO will be available to answer questions regarding areas such as: HSEEP, NIMS exercise compliance, exercise documents, formats, suggestions, problems, NEXS and CAPS programs, best practices or training. On a limited basis the NV ETO can assist as a member of a local exercise planning teams during any phase of an exercise as well as offer exercise-specific training, workshops, and seminars.

Web-based exercise assistance, information, guidance, and a variety of toolkits are also available at the USDHS/FEMA HSEEP homepage (https://hseep.dhs.gov/) as well as the USDHS/FEMA NEXS and CAPS systems. The secure portal requires a request by email from the requestor prior to gaining access to it.

Exercise Training Curriculum. A variety of exercise training courses will be offered throughout Nevada on a limited basis as either resident courses or as jurisdictional-hosted courses. Samples of the Exercise Curriculum includes: HSEEP Mobile Course, Exercise Design and Development, Exercise Evaluation, Exercise Control/Simulation, and Exercise Program Manager. Several Workshops are available that address evaluator/controller training, exercise planning teams, and simulations/moulage. The Master Exercise Practitioner Program, a Federal Emergency Management Agency program offered by the Emergency Management Institute in Emmitsburg, Maryland and administered by the Nevada Exercise Training Officer, provides training and certification as a Master Exercise Practitioner (MEP).

Further information regarding Nevada's Exercise Program is available by contacting:

Timothy Cary
Nevada Exercise Training Officer
2478 Fairview Drive
Carson City, NV 89701
(775) 687-0389 (office)
tcary@dps.state.nv.us

Brian Sandoval
Governor

Nevada Department of Public Safety

Division of Emergency Management and Homeland Security
2478 Fairview Drive
Carson City, Nevada 89701
Telephone (775) 687-0300 • Fax (775) 687-0322 • http://dem.state.nv.us/

January 17, 2011

Dear Emergency Managers/Training Coordinators;

Requests for the use of Homeland Security Grant Program (HSGP) funding in support of training programs/and or individual requests must be coordinated and approved by:

- Your local jurisdiction
- Your county/local Emergency Manager or their designated Training Coordinator
- State Administrative Agency (SAA) Nevada Division of Emergency Management
- SAA Training Point of Contact (TPOC).

The jurisdiction/ or individuals must obtain this approval prior to any commitment for any requested training utilizing Homeland Security funds. All requests must be directed through your local emergency manager.

REQUEST PROCESS/JURISDICTION OR AGENCY/INDIVIDUAL

Step 1: Check to see if your program is already listed in one of the Approved Training Catalogs. If it is, the course is eligible for HSGP funding, but you still need to coordinate the training with the SAA and TPOC. Each training provider has their own process for scheduling training. Contact our office with the course number and title, and we will assist you with your request.

Step 2: If your requested training is NOT in any of the catalogs below, the next step is to ensure that the requested program meets the grant guidelines for training not provided by FEMA (DHS). The SAA and TPOC can assist with this determination, but the more information you provide, the better we can assist.

You will need to submit your request by completing the course request application submit the completed application via fax or email to the TPOC with the following information:

- Course title (and course number if applicable)
- Course description (attach flyer, website, etc)
- Mission area (common, prevent, protect, respond, recover)
- Level of training (awareness, performance, management)
- Training provider (contact information)
- Date of the course
- Anticipated number of attendees
- Associated disciplines of the attendees
- Anticipated costs
- Grant program/year/project

Step 3: The SAA and TPOC will review the course and determine if it is eligible and approved for use of HSGP funds.

Step 4: If this is a request for a specialized course for an individual or group you must submit the application 60 days in advance to the designated county emergency manager or their appropriate point of contact. Please keep in mind that the approval must be in place prior to course attendance. Failure to meet this requirement could result in a denial of reimbursement for incurred expense. If the program you're requesting is deemed eligible and approved for expenses, jurisdictions/or individuals must report the following to the SAA or TPOC within 30 days after attending training:

- Original Approval from SAA/TPOC, which should include:
  - Course title
  - Course description
  - Mission area
  - Level of training
  - Training provider
  - Reimbursement request and associated invoices

Programs contained in the following catalogs have already been deemed "eligible training", but expenses to support these programs still need to be coordinated with the SAA and TPOC.

FEMA (DHS) Training and Exercise Catalog (TEI)

- TEI/TO
- Federal Catalog
- State Catalog

If the program you're requesting is NOT in any of these catalogs, it is considered **NON-FEMA Training**. Non-FEMA courses are those courses that are either State sponsored or Federal sponsored, coordinated and approved by the State Administrative Agency (SAA) or Training Point of Contact (TPOC), and fall within the FEMA mission scope to prepare State and local personnel to prevent, protect, respond to, and recover from acts of terrorism or catastrophic events. These training programs include, but are not limited to, Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) terrorism, catastrophic events, cyber/agriculture/food security, and citizen preparedness

These courses are developed for and/or delivered by institutions and organizations funded directly by FEMA. The majority of these programs are offered at NO COST. This includes programs offered by the institutions below. All course requests must be coordinated with the STPOC for approval.

- The Center for Domestic Preparedness (CDP)
- The National Domestic Preparedness Consortium (NDPC)
- The Rural Domestic Preparedness Consortium (RDPC)
  - National Emergency Training Center
  - National Fire Academy
- Emergency Management Institute
- FEMA Training Partners funded through the Continuing and Demonstration Training grant programs

In order to use HSGP funds, Non-FEMA courses must:

- Build additional capabilities that a) support a specific training need identified by the State, Territory, and Urban Area, and b) comply with the State or Urban Area Homeland Security Strategy
- Address specific tasks and/or competencies articulated in FEMA's Emergency Responder Guidelines and the Homeland Security Guidelines for Prevention and Deterrence
- Address specific capabilities and related tasks articulated in the Target Capabilities List
- Support the specific program training activities identified in the individual HSGP grant programs (SHSP, UASI, MMRS, CCP) for which the funding will be used
- Meet the standards with all applicable Federal, State, and local regulations, certifications, guidelines, and policies deemed appropriate for the type and level of training

CONTACT
For additional information on Grant Funded Training, please contact Nevada Division of Emergency Management, SAA or TPOC.

Investment #9

Investment Information - Investment #9

Investment Name: Statewide Citizen Corp Program (CCP) UASI Funding

Investment Phase: Ongoing

Multi-Applicant Investment: No

I. Overview - Investment #9

If the Investment is ongoing, identify up to three Investment(s) from prior year(s) to include:(FY 2007 - FY 2010)

Note: Applicants may select up to **three** Investments. Within the GRT, applicants will *only* have the ability to select previously funded Investments from a drop-down menu.

Year	Investment Name	HSGP Funding Amount
2007	Expansion and Maintenance of Citizens Corps Programs	$1,008,732.00
2008	Statewide Citizen Corps Program	$703,424.00
2009	Statewide Citizen Corps Program	$230,244.00

I.C. - Funding Program

Designation	Program	Funding Amount
Primary:	UASI	$194,303
Secondary:	No Secondary Source	

*** I.D. - Capabilties Building**

Maintaining existing capabilitise.

I.E. - Investment description

Provide a description of this Investment, including the planning, organization, equipment, training, and/or exercises that will be involved. (2,500 char. max)

Nevada's Citizen Corps Program (CCP), per the FY2011 SHSP and UASI Priority, advancing "Whole Community" Security and Emergency Management, engages local communities in thinking through the life cycle of a potential crisis, determining required capabilities and establishing a framework for roles and responsibilities. The State's Citizen Corps Council ensures there is appropriate membership from state, local & tribal jurisdictions to serve on the Council. The State Council works toward assisting the local & tribal entities in developing & sustaining their local objectives.The State of Nevada has organized its CCP into three regions; they are North, Northeast and South. Two of the regional "coordinators" reside within the County Sheriff's Office the other resides in the Office of Emergency Management. Nevada's CCP assists local and tribal entities in developing and sustaining formally recognized Citizen Corps. This program recruits, trains, and maintains the volunteers necessary to meet the Community Preparedness and Participation Capability and supports the Volunteer Management and Donations, Citizen Evacuation, Shelter in Place, and Mass Care Capabilities for Government Agencies throughout Nevada. This is accomplished by the provision of community education courses developed by Federal Emergency Management, the American Red Cross, local government and tribal agencies and delivered by personnel from local and tribal government and volunteers. CCP contractors will provide support services related to public awareness for all hazards preparedness for volunteers and citizens across the State; this includes supporting coordination and organization of services, public outreach, conducting volunteer training, course facilitation, recruiting, maintaining & sustaining volunteer & citizen programs. CCP volunteers will participate & assist with exercises utilizing their skills obtained in training courses. The volunteers will be equipped to assist themselves and others during the life cycle of potential crises.

II. Baseline - Investment #9

II.A. - Goals and Objectives

Identify the goals and objectives in your State and/or Urban Area Homeland Security Strategy Supported by this Investment. (1,500 char. max)

One of the main goals of the State Homeland Security Strategy is to develop public education and awareness programs. This investment ties to the National Priority of implementing NIMS and NRP. The Plans/Procedures Objective to assist local and tribal entities in developing and sustaining formally recognized CCP training initiatives to train citizens who volunteer during emergencies and disasters is ongoing. Appropriate training/refresher programs for citizens within local communities have been implemented and are currently being maintained. Train the trainer courses are offered to the local and tribal agencies. Citizen volunteers are included in all training and exercises, as established within the 3-year Statewide Training and Exercise Plan, when applicable. The CCP projects associated with this IJ are concerned with the training of Citizen Corps volunteers and the awareness of the public in local communities related to all hazards. Through these projects volunteers are equipped to assist themselves and others during emergencies.

II.B. - Existing capability levels

Describe existing capability levels that address the identified goals/objectives and what will be in place to support the investment prior to the use of FY 2011 funds. (1,500 char. max)

Local public education & awareness programs exist throughout the state to train citizens who volunteer during emergencies & disasters. These volunteers are utilized during exercises contingent on their skills & training. Public awareness & outreach programs exist throughout the state to ensure our citizens are kept aware of opportunities to be part of Community Emergency Response Teams (CERT) & made aware of tools necessary to keep themselves, their families & communities ready in case of disasters. A project outcome is to maintain & enhance statewide pools of volunteers, capable of assisting local government in preparedness, incident response & community efforts. Many communities have CCPs in place with personnel available to train the public & be available at outreach events. Part of this IJ requests funding for these programs; another part requests funding for new pgms from various local & tribal jurisdictions. Milestones: Renew existing/obtain new CCP contractors/trainers; Continue to coordinate with local CCPs to maintain a Statewide focus & planning activities; Establish/maintain local contacts to sustain & expand public education & outreach; Coordinate with local emergency responders to expand the role of CC volunteers within the community; Establish a plan to increase citizen participation by 5%; ensure the integration of children & individuals with disabilities or access & functional needs into activities implemented within local CCPs; Ongoing training & outreach.

II.C. - Capability gap(s)

Explain the capability gap(s) that this Investment is intended to address. (1,500 char. max)

In order to continue Citizen Corps efforts to enable the "whole community" to maintain a baseline understanding of the risks they face and inform the community of the actions they can take to manage these risks; CCP must sustain and expand public education and outreach to additional neighborhoods and businesses. It must sustain training programs for tribal and special needs populations, for both all hazards preparedness and volunteer responsibilities.
CCP looks to facilitate a 5% increase in citizen participation in exercises and outreach and to sustain and expand volunteer programs and activities to support emergency responders. This can be accomplished through renewing existing & obtaining new CCP contractors & trainers; continuing to coordinate with local CCPs to maintain a Statewide focus & planning activities; establish/maintain local contacts to sustain & expand public education & outreach; coordinate with local emergency responders to expand the role of CC volunteers within the community; establish a plan to increase citizen participation by 5%; ensure the integration of children & individuals with disabilities or access & functional needs into activities implemented within local CCPs; and to ensure ongoing training & outreach programs & activities are maintained. These milestones will be accomplished by advertising courses, scheduling participants, creating and producing training materials, conducting training and conducting/assisting at outreach events.

Target Capability 1: Community Preparedness and Participation

III. Project Management - Investment #9

I.C. - Funding Program

Designation	Program	Funding Amount
Primary:	UASI	$194,303

Secondary:	No Secondary Source	

*** IV.B. - Fusion Center:**

No

If applicable, how much of this Investment will be obligated towards Law Enforcement Terrorism Prevention Activities (LETPA): $0

Target Capability	Amount of Proposed Funding	Percent of Proposed Funding
Community Preparedness and Participation	$194,303	100%
Total	**$194,303**	**100%**

Solution Area	Amount of Proposed Funding	Percent of Proposed Funding
Planning	$147,928	76.1%
Organization		
Equipment	$1,420	0.7%
Training	$42,955	22.1%
Exercises	$2,000	1%
Total	**$194,303**	**100%**

#	Name	Description	Step	Start	End	Funding Amount
1	Las Vegas Metro	Citizen Emergency Response - Backgrounds	New	11/2011	05/2013	$29,274
2	South - Citizen Corps Program	Citizen Emergency Response	Execution	11/2011	05/2013	$153,004
3	Tribal - Citizen Corps Program	Citizen Emergency Response	New	11/2011	05/2013	$12,025

V.A - Outcomes to be achieved

Describe the outcomes that will be achieved as a result of this Investment. The outcomes should demonstrate improvement towards building capabilities described in Baseline tab. (1,500 char max)

Anticipated outcomes are to ensure there is a structure and a process for ongoing collaboration between government and nongovernmental resources at all levels; volunteers and nongovernmental resources are incorporated in plans and exercises; the public is educated and trained in the four mission areas of preparedness; citizens participate in volunteer programs and provide surge capacity support; nongovernmental resources are managed effectively in disasters; and there is a process to evaluate progress.
In order to continue Citizen Corps efforts to enable the "whole community" to maintain a baseline understanding of the risks they face and inform the community of the actions they can take to manage these risks; CCP must sustain and expand public education and outreach to additional neighborhoods and businesses. It must sustain training programs for tribal and special needs populations, for both all hazards preparedness and volunteer responsibilities.
Successful maintenance and sustainment of the capabilities indentified within this IJ will support local CCPs in the delivery of community preparedness education programs, training, exercises and volunteer support.

National Priority 1: Implement the NIMS and NRP
National Priority 2: Implement the NIPP
National Priority 3: Strengthen Planning and Citizen Preparedness Capabilities

Investment #8

Investment Information - Investment #8

Investment Name: Statewide Citizen Corp Program - SHSP Funding

Investment Phase: Ongoing

Multi-Applicant Investment: No

I. Overview - Investment #8

If the Investment is ongoing, identify up to three Investment(s) from prior year(s) to include:(FY 2007 - FY 2010)

Note: Applicants may select up to **three** Investments. Within the GRT, applicants will *only* have the ability to select previously funded Investments from a drop-down menu.

Year	Investment Name	HSGP Funding Amount
2010	Citizen Corps Program - Expansion & Maintenance	$264,731.00
2008	Statewide Citizen Corps Program	$533,253.00
2009	Expansion and Maintenance of Citizen Corps Programs	$523,042.00

I.C. - Funding Program

Designation	Program	Funding Amount
Primary:	SHSP	$297,133
Secondary:	No Secondary Source	

*** I.D. - Capabilties Building**

Maintaining existing capabilitise.

I.E. - Investment description

Provide a description of this Investment, including the planning, organization, equipment, training, and/or exercises that will be involved. (2,500 char. max)

Nevada's Citizen Corps Program (CCP), per the FY2011 SHSP and UASI Priority, advancing "Whole Community" Security and Emergency Management, engages local communities in thinking through the life cycle of a potential crisis, determining required capabilities and establishing a framework for roles and responsibilities. The State's Citizen Corps Council ensures there is appropriate membership from state, local & tribal jurisdictions to serve on the Council. The State Council works toward assisting the local & tribal entities in developing & sustaining their local objectives.The State of Nevada has organized its CCP into three regions; they are North, Northeast and South. Two of the regional "coordinators" reside within the County Sheriff's Office the other resides in the Office of Emergency Management. Nevada's CCP assists local and tribal entities in developing and sustaining formally recognized Citizen Corps. This program recruits, trains, and maintains the volunteers necessary to meet the Community Preparedness and Participation Capability and supports the Volunteer Management and Donations, Citizen Evacuation, Shelter in Place, and Mass Care Capabilities for Government Agencies throughout Nevada. This is accomplished by the provision of community education courses developed by Federal Emergency Management, the American Red Cross, local government and tribal agencies and delivered by personnel from local and tribal government and volunteers. CCP contractors will provide support services related to public awareness for all hazards preparedness for volunteers and citizens across the State; this includes supporting coordination and organization of services, public outreach, conducting volunteer training, course facilitation, recruiting, maintaining & sustaining volunteer & citizen programs. CCP volunteers will participate & assist with exercises utilizing their skills obtained in training courses. The volunteers will be equipped to assist themselves and others during the life cycle of potential crises.

II. Baseline - Investment #8

II.A. - Goals and Objectives

Identify the goals and objectives in your State and/or Urban Area Homeland Security Strategy Supported by this Investment. (1,500 char. max)

One of the main goals of the State Homeland Security Strategy is to develop public education and awareness programs. This investment ties to the National Priority of implementing NIMS and NRP. The Plans/Procedures Objective to assist local and tribal entities in developing and sustaining formally recognized CCP training initiatives to train citizens who volunteer during emergencies and disasters is ongoing. Appropriate training/refresher programs for citizens within local communities have been implemented and are currently being maintained. Train the trainer courses are offered to the local and tribal agencies. Citizen volunteers are included in all training and exercises, as established within the 3-year Statewide Training and Exercise Plan, when applicable. The CCP projects associated with this IJ are concerned with the training of Citizen Corps volunteers and the awareness of the public in local communities related to all hazards. Through these projects volunteers are equipped to assist themselves and others during emergencies.

II.B. - Existing capability levels

Describe existing capability levels that address the identified goals/objectives and what will be in place to support the investment prior to the use of FY 2011 funds. (1,500 char. max)

Local public education & awareness programs exist throughout the state to train citizens who volunteer during emergencies & disasters. These volunteers are utilized during exercises contingent on their skills & training. Public awareness & outreach programs exist throughout the state to ensure our citizens are kept aware of opportunities to be part of Community Emergency Response Teams (CERT) & made aware of tools necessary to keep themselves, their families & communities ready in case of disasters. A project outcome is to maintain & enhance statewide pools of volunteers, capable of assisting local government in preparedness, incident response & community efforts. Many communities have CCPs in place with personnel available to train the public & be available at outreach events. Part of this IJ requests funding for these programs; another part requests funding for new pgms from various local & tribal jurisdictions. Milestones: Renew existing/obtain new CCP contractors/trainers; Continue to coordinate with local CCPs to maintain a Statewide focus & planning activities; Establish/maintain local contacts to sustain & expand public education & outreach; Coordinate with local emergency responders to expand the role of CC volunteers within the community; Establish a plan to increase citizen participation by 5%; ensure the integration of children & individuals with disabilities or access & functional needs into activities implemented within local CCPs; Ongoing training & outreach.

II.C. - Capability gap(s)

Explain the capability gap(s) that this Investment is intended to address. (1,500 char. max)

In order to continue Citizen Corps efforts to enable the "whole community" to maintain a baseline understanding of the risks they face and inform the community of the actions they can take to manage these risks; CCP must sustain and expand public education and outreach to additional neighborhoods and businesses. It must sustain training programs for tribal and special needs populations, for both all hazards preparedness and volunteer responsibilities.
CCP looks to facilitate a 5% increase in citizen participation in exercises and outreach and to sustain and expand volunteer programs and activities to support emergency responders. This can be accomplished through renewing existing & obtaining new CCP contractors & trainers; continuing to coordinate with local CCPs to maintain a Statewide focus & planning activities; establish/maintain local contacts to sustain & expand public education & outreach; coordinate with local emergency responders to expand the role of CC volunteers within the community; establish a plan to increase citizen participation by 5%; ensure the integration of children & individuals with disabilities or access & functional needs into activities implemented within local CCPs; and to ensure ongoing training & outreach programs & activities are maintained. These milestones will be accomplished by advertising courses, scheduling participants, creating and producing training materials, conducting training and conducting/assisting at outreach events.

Target Capability 1: Community Preparedness and Participation

III. Project Management - Investment #8

I.C. - Funding Program

Designation	Program	Funding Amount
Primary:	SHSP	$297,133

Secondary:	No Secondary Source	

* **IV.B. - Fusion Center:**

No

If applicable, how much of this Investment will be obligated towards Law Enforcement Terrorism Prevention Activities (LETPA): $0

Target Capability	Amount of Proposed Funding	Percent of Proposed Funding
Community Preparedness and Participation	$297,133	100%
Total	**$297,133**	**100%**

Solution Area	Amount of Proposed Funding	Percent of Proposed Funding
Planning	$204,752	68.9%
Organization		
Equipment	$31,382	10.6%
Training	$51,999	17.5%
Exercises	$9,000	3%
Total	**$297,133**	**100%**

#	Name	Description	Step	Start	End	Funding Amount
1	Carson City - Citizen Corps Program	Citizen Emergency Response	Execution	11/2011	05/2013	$27,069
2	Douglas County - Citizen Corps Program	Citizen Emergency Response	New	11/2011	05/2013	$28,025
3	NorthEast - Citizen Corps Program	Citizen Emergency Response	Execution	11/2011	05/2013	$60,000
4	North - Citizen Corps Program	Citizen Emergency Response Kits	Execution	11/2011	05/2013	$42,500
5	South - Citizen Corps Program	Citizen Emergency Response Kits	Execution	11/2011	05/2013	$45,836
6	Tribal - Citizen Corps Program	Citizen Emergency Response	New	11/2011	05/2013	$93,703

V.A - Outcomes to be achieved

Describe the outcomes that will be achieved as a result of this Investment. The outcomes should demonstrate improvement towards building capabilities described in Baseline tab. (1,500 char max)

Anticipated outcomes are to ensure there is a structure and a process for ongoing collaboration between government and nongovernmental resources at all levels; volunteers and nongovernmental resources are incorporated in plans and exercises; the public is educated and trained in the four mission areas of preparedness; citizens participate in volunteer programs and provide surge capacity support; nongovernmental resources are managed effectively in disasters; and there is a process to evaluate progress.
In order to continue Citizen Corps efforts to enable the "whole community" to maintain a baseline understanding of the risks they face and inform the community of the actions they can take to manage these risks; CCP must sustain and expand public education and outreach to additional neighborhoods and businesses. It must sustain training programs for tribal and special needs populations, for both all hazards preparedness and volunteer responsibilities.
Successful maintenance and sustainment of the capabilities indentified within this IJ will support local CCPs in the delivery of community preparedness education programs, training, exercises and volunteer support.

National Priority 1: Implement the NIMS and NRP
National Priority 2: Strengthen Planning and Citizen Preparedness Capabilities

Investment #9

Investment Information - Investment #9

Investment Name: Statewide Citizen Corp Program CCP Dedicated Funding

Investment Phase: Ongoing

Multi-Applicant Investment: No

I. Overview - Investment #9

If the Investment is ongoing, identify up to three Investment(s) from prior year(s) to include:(FY 2007 - FY 2010)

Note: Applicants may select up to **three** Investments. Within the GRT, applicants will *only* have the ability to select previously funded Investments from a drop-down menu.

Year	Investment Name	HSGP Funding Amount
2008	Statewide Citizen Corps Program	$533,253.00
2009	Expansion and Maintenance of Citizen Corps Programs	$523,042.00
2010	Citizen Corps Program - (CCP Dedicated)	$156,729.00

I.C. - Funding Program

Designation	Program	Funding Amount
Primary:	CCP	$119,318
Secondary:	No Secondary Source	

* **I.D. - Capabilties Building**

Maintaining existing capabilitise.

I.E. - Investment description

Provide a description of this Investment, including the planning, organization, equipment, training, and/or exercises that will be involved. (2,500 char. max)

Nevada's Citizen Corps Program (CCP), per the FY2011 SHSP and UASI Priority, advancing "Whole Community" Security and Emergency Management, engages local communities in thinking through the life cycle of a potential crisis, determining required capabilities and establishing a framework for roles and responsibilities. The State's Citizen Corps Council ensures there is appropriate membership from state, local & tribal jurisdictions to serve on the Council. The State Council works toward assisting the local & tribal entities in developing & sustaining their local objectives.The State of Nevada has organized its CCP into three regions; they are North, Northeast and South. Two of the regional "coordinators" reside within the County Sheriff's Office the other resides in the Office of Emergency Management. Nevada's CCP assists local and tribal entities in developing and sustaining formally recognized Citizen Corps. This program recruits, trains, and maintains the volunteers necessary to meet the Community Preparedness and Participation Capability and supports the Volunteer Management and Donations, Citizen Evacuation, Shelter in Place, and Mass Care Capabilities for Government Agencies throughout Nevada. This is accomplished by the provision of community education courses developed by Federal Emergency Management, the American Red Cross, local government and tribal agencies and delivered by personnel from local and tribal government and volunteers. CCP contractors will provide support services related to public awareness for all hazards preparedness for volunteers and citizens across the State; this includes supporting coordination and organization of services, public outreach, conducting volunteer training, course facilitation, recruiting, maintaining & sustaining volunteer & citizen programs. CCP volunteers will participate & assist with exercises utilizing their skills obtained in training courses. The volunteers will be equipped to assist themselves and others during the life cycle of potential crises.

II. Baseline - Investment #9

II.A. - Goals and Objectives

Identify the goals and objectives in your State and/or Urban Area Homeland Security Strategy Supported by this Investment. (1,500 char. max)

One of the main goals of the State Homeland Security Strategy is to develop public education and awareness programs. This investment ties to the National Priority of implementing NIMS and NRP. The Plans/Procedures Objective to assist local and tribal entities in developing and sustaining formally recognized CCP training initiatives to train citizens who volunteer during emergencies and disasters is ongoing. Appropriate training/refresher programs for citizens within local communities have been implemented and are currently being maintained. Train the trainer courses are offered to the local and tribal agencies. Citizen volunteers are included in all training and exercises, as established within the 3-year Statewide Training and Exercise Plan, when applicable. The CCP projects associated with this IJ are concerned with the training of Citizen Corps volunteers and the awareness of the public in local communities related to all hazards. Through these projects volunteers are equipped to assist themselves and others during emergencies.

II.B. - Existing capability levels

Describe existing capability levels that address the identified goals/objectives and what will be in place to support the investment prior to the use of FY 2011 funds. (1,500 char. max)

Local public education & awareness programs exist throughout the state to train citizens who volunteer during emergencies & disasters. These volunteers are utilized during exercises contingent on their skills & training. Public awareness & outreach programs exist throughout the state to ensure our citizens are kept aware of opportunities to be part of Community Emergency Response Teams (CERT) & made aware of tools necessary to keep themselves, their families & communities ready in case of disasters. A project outcome is to maintain & enhance statewide pools of volunteers, capable of assisting local government in preparedness, incident response & community efforts. Many communities have CCPs in place with personnel available to train the public & be available at outreach events. Part of this IJ requests funding for these programs; another part requests funding for new pgms from various local & tribal jurisdictions. Milestones: Renew existing/obtain new CCP contractors/trainers; Continue to coordinate with local CCPs to maintain a Statewide focus & planning activities; Establish/maintain local contacts to sustain & expand public education & outreach; Coordinate with local emergency responders to expand the role of CC volunteers within the community; Establish a plan to increase citizen participation by 5%; ensure the integration of children & individuals with disabilities or access & functional needs into activities implemented within local CCPs; Ongoing training & outreach.

II.C. - Capability gap(s)

Explain the capability gap(s) that this Investment is intended to address. (1,500 char. max)

In order to continue Citizen Corps efforts to enable the "whole community" to maintain a baseline understanding of the risks they face and inform the community of the actions they can take to manage these risks; CCP must sustain and expand public education and outreach to additional neighborhoods and businesses. It must sustain training programs for tribal and special needs populations, for both all hazards preparedness and volunteer responsibilities.
CCP looks to facilitate a 5% increase in citizen participation in exercises and outreach and to sustain and expand volunteer programs and activities to support emergency responders. This can be accomplished through renewing existing & obtaining new CCP contractors & trainers; continuing to coordinate with local CCPs to maintain a Statewide focus & planning activities; establish/maintain local contacts to sustain & expand public education & outreach; coordinate with local emergency responders to expand the role of CC volunteers within the community; establish a plan to increase citizen participation by 5%; ensure the integration of children & individuals with disabilities or access & functional needs into activities implemented within local CCPs; and to ensure ongoing training & outreach programs & activities are maintained. These milestones will be accomplished by advertising courses, scheduling participants, creating and producing training materials, conducting training and conducting/assisting at outreach events.

Target Capability 1: Community Preparedness and Participation

III. Project Management - Investment #9

I.C. - Funding Program

Designation	Program	Funding Amount
Primary:	CCP	$119,318

Secondary:	No Secondary Source	

* **IV.B. - Fusion Center:**

No

If applicable, how much of this Investment will be obligated towards Law Enforcement Terrorism Prevention Activities (LETPA): $0

Target Capability	Amount of Proposed Funding	Percent of Proposed Funding
Community Preparedness and Participation	$119,318	100%
Total	**$119,318**	**100%**

Solution Area	Amount of Proposed Funding	Percent of Proposed Funding
Planning	$48,000	40.2%
Organization		
Equipment	$36,043	30.2%
Training	$35,275	29.6%
Exercises		
Total	**$119,318**	**100%**

#	Name	Description	Step	Start	End	Funding Amount
1	South - Citizen Corps Program	Community Emergency Response	Execution	11/2011	05/2013	$20,038
2	North - Citizen Corps Program	Community Emergency Response	Execution	11/2011	05/2013	$66,880
3	NorthEast - Citizen Corps Program	Community Emergency Response	Execution	11/2011	05/2013	$20,000
4	Douglas County - Citizen Corps Program	Citizen Emergency Response Kits	New	11/2011	11/2012	$3,000
5	Carson City - Citizen Corps Program	Citizen Emergency Response Kits	Execution	11/2011	11/2012	$9,400

V.A - Outcomes to be achieved

Describe the outcomes that will be achieved as a result of this Investment. The outcomes should demonstrate improvement towards building capabilities described in Baseline tab. (1,500 char max)

Anticipated outcomes are to ensure there is a structure and a process for ongoing collaboration between government and nongovernmental resources at all levels; volunteers and nongovernmental resources are incorporated in plans and exercises; the public is educated and trained in the four mission areas of preparedness; citizens participate in volunteer programs and provide surge capacity support; nongovernmental resources are managed effectively in disasters; and there is a process to evaluate progress.
In order to continue Citizen Corps efforts to enable the "whole community" to maintain a baseline understanding of the risks they face and inform the community of the actions they can take to manage these risks; CCP must sustain and expand public education and outreach to additional neighborhoods and businesses. It must sustain training programs for tribal and special needs populations, for both all hazards preparedness and volunteer responsibilities.
Successful maintenance and sustainment of the capabilities indentified within this IJ will support local CCPs in the delivery of community preparedness education programs, training, exercises and volunteer support.

National Priority 1: Implement the NIMS and NRP
National Priority 2: Implement the NIPP
National Priority 3: Strengthen Planning and Citizen Preparedness Capabilities

City of Las Vegas Agenda Item No.: **11.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: ADMINISTRATIVE SERVICES
DIRECTOR: TED J. OLIVAS ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve a grant award from the State of Nevada Division of Emergency Management for the receipt of funds from the Department of Homeland Security (DHS) Grant, Federal Fiscal Year 2011(FFY2011) Urban Area Security Initiative (UASI) in the amount of $515,000 to provide emergency response vehicles with enhanced monitoring equipment - All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:

This subject grant award will provide the City's Fire Department with funding in the amount of $515,000 to support the standardization of two existing emergency response vehicle units, with enhanced monitoring equipment that will provide the capability to respond to large incidents or multiple incidents at once. The City of Las Vegas has been designated by the State of Nevada to administer this statewide initiative.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Department of Homeland Security (DHS) Grant/FFY2011 Urban Area Security Initiative Award and Investment Justification (IJ) Budget Detail
2. Federal Assurances, Federal Certifications, Nevada Department of Public Safety Division of Emergency Management Grant Financial and Program Assurances, and Reobligation Guidelines
3. Investment Information - Investment #6

Brian Sandoval
Governor

Nevada Department of Public Safety

Chris Perry
Director

Christopher B. Smith
Chief

Division of Emergency Management
Homeland Security
2478 Fairview Drive
Carson City, Nevada 89701
Telephone (775) 687-0300 • Fax (775) 687-0322 • http://dem.state.nv.us/

November 2, 2011

Ms. Carolyn Levering, Emergency Manager
Las Vegas Emergency Management
500 N. Casino Center Blvd.
Las Vegas, NV. 89101

Dear Carolyn, Ms. Levering:

The Division of Emergency Management is pleased to enclose a Federal Fiscal Year 2011 Urban Area Security Initiative (UASI) grant award in the amount of $515,000.00.

Southern Nevada Hazardous Material Team $515,000.00

The grant performance period is September 1, 2011 – August 31, 2013. The grant performance period is a condition of this grant award. All grant expenditures and reporting must be completed by the end of the grant performance period to receive reimbursement.

Attached to your award is a copy of the approved budget. Please be aware that any modifications to the approved budget will require approval in advance from this Division through a "Project Change Request" form.

The federal and state assurances along with the grant award documents have been updated for the FFY 2011 grant cycle. Please review these documents carefully to ensure compliance. In addition to the updated award and assurances the Division of Emergency Management is providing a declining balance detailed budget for your use, which is now a requirement with the submission of each quarterly/monthly financial report. The declining balance detailed budget will be sent to each sub-grantee electronically.

Please sign the original award, confirmation copy and federal and state assurances and return the original grant award and the signed federal and state assurances to the Division of Emergency Management, 2478 Fairview Drive, Carson City, Nevada, 89701. Please retain the confirmation copy, budget and a copy of the assurances for your records.

If you have any questions or if we can be of any assistance with the administration of this grant, please do not hesitate to contact the Homeland Security Grant Section, Division of Emergency Management, at (775) 687-0300.

Sincerely,

Christopher B. Smith
Chief, Emergency Management Division

SWilliams

Enclosures

Nevada Department of Public Safety

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY (DPS)
DIVISION OF EMERGENCY MANAGEMENT (DEM)
OFFICE OF HOMELAND SECURITY (OHS)

2478 Fairview Drive, Carson City, Nevada 89701
Telephone (775) 687-0300, Fax (775) 687-0322

Grant Award			
SUBGRANTEE:	**Las Vegas Emergency Management**	**CFDA / PROJECT NO:**	97067.11-U11
ADDRESS:	500 N. Casino Center Blvd.	**DEM DUNS:**	607025848
	Las Vegas, Nv. 89101	**SUB-GRANTEE DUNS:**	30381610
PROJECT TITLE:	Department of Homeland Security (DHS) Grant FFY11 - Urban Area Security Initiative (UASI)	**FEDERAL GRANT FUNDS:**	$515,000.00
GRANT PERIOD:	**9/1/2011 - 8/31/2013**	**MATCHING FUNDS:**	$0.00
Special Notes:		**TOTAL:**	$515,000.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Southern Nevada Hazardous Material Team		$515,000.00
TOTAL		**$515,000.00**

This award is subject to the requirements (federal, state financial and program assurances) established by the federal government and Department of Public Safety and the Division of Emergency Management. This award is subject to availability of federal funding.
Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s)
ATTACHMENTS: (1) FEDERAL & STATE ASSURANCES (2) FINANCIAL AND PROGRAM ASSURANCES (3) FEDERAL CERTIFICATIONS (4) SCOPE AND TIMELINE OF WORK (5) LINE ITEM DETAILED BUDGET.

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Christopher B. Smith, Chief	~~**Carolyn Goodman, Mayor**~~
Name and Title of Appointing Official	Name and Title of Appointing Official
X _____ 11/4/11	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Form: DEM - FFY2011

Carolyn G. Goodman, Mayor

APPROVED AS TO FORM
12/13/11
James B. Lewis Date
Deputy City Attorney

ORIGINAL

Nevada Department of Public Safety

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY (DPS)
DIVISION OF EMERGENCY MANAGEMENT (DEM)
OFFICE OF HOMELAND SECURITY (OHS)

2478 Fairview Drive, Carson City, Nevada 89701
Telephone (775) 687-0300, Fax (775) 687-0322

Grant Award			
SUBGRANTEE:	**Las Vegas Emergency Management**	**CFDA / PROJECT NO:**	97067.11-U11
ADDRESS:	500 N. Casino Center Blvd.	**DEM DUNS:**	607025848
	Las Vegas, Nv. 89101	**SUB-GRANTEE DUNS:**	30381610
PROJECT TITLE:	Department of Homeland Security (DHS) Grant FFY11 - Urban Area Security Initiative (UASI)	**FEDERAL GRANT FUNDS:**	$515,000.00
GRANT PERIOD:	**9/1/2011 - 8/31/2013**	**MATCHING FUNDS:**	$0.00
Special Notes:		**TOTAL:**	$515,000.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Southern Nevada Hazardous Material Team		$515,000.00
TOTAL		**$515,000.00**

This award is subject to the requirements (federal, state financial and program assurances) established by the federal government and Department of Public Safety and the Division of Emergency Management. This award is subject to availability of federal funding.
Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s)
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AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Christopher B. Smith, Chief	~~Carolyn Goodman, Mayor~~
Name and Title of Appointing Official	Name and Title of Appointing Official
X	X
Signature of Approving Official Date: 11/4/11	Signature of Approving Official Date:

Form: DEM - FFY2011

Carolyn G. Goodman, Mayor

APPROVED AS TO FORM
12/5/11
James B. Lewis Date
Deputy City Attorney

CONFIRMATION COPY

HOMELAND SECURITY GRANT PROGRAM (HSGP)
FFY11

INVESTMENT JUSTIFICATION (IJ) BUDGET DETAIL

IJ TITLE: **Project Name: Southern Nevada Hazardous Material Team Requested REV 052011**

One Budget Per Funding Stream

UASI | **Z**

Please Select Sub-Grantee Name

Line #	CATEGORY	DETAIL DESCRIPTION	Purchase Type	Previous Funding Type	QTY	UNIT COST	TOTAL	AEL Ref #	Funding Source	CITY OF LAS VEGAS	Grand Total
1	Personnel Contracts	Positions Require: How Many, Type, Max Amount of Time 12 mo, New, Existing & Description of Position. All personnel & contracts must be put under this category, please notate each line with planning, organization, training or exercise. Personnel Positions require 100% Full Time Equivalent	New	DHS Federal		-	$ -		UASI		$ -
2			Select Type				$ -		UASI		$ -
3			Select Type				$ -		UASI		$ -
4			Select Type				$ -		UASI		$ -
5	Planning		Select Type				$ -		SHSP		$ -
6			Select Type				$ -		SHSP		$ -
7			Select Type				$ -		SHSP		$ -
8			Select Type				$ -		SHSP		$ -
9	Organization	Please see your grant guidance to determine the use of this category - NOT for operating costs, typically for increased threat level and/or fusion centers	Select Type				$ -		SHSP		$ -
10			Select Type				$ -		SHSP		$ -
11			Select Type				$ -		SHSP		$ -
12			Select Type				$ -		SHSP		$ -
13	Equipment	The complete sequence of Approved Equipment List (AEL) is required, please go to www.rkb.us for complete listing	Select Type				$ -		UASI		$ -
14		Gas ID; is a highly specific portable tool that measures how gases and vapors interact with infrared light. Each gas has its own unique fingerprint, when analyzed by the system's onboard computer results in an id less than 2 minutes	Enhance	DHS Federal	1	69,000.00	$ 69,000.00	07 CS-01-KAVC	UASI	$ 69,000.00	$ 69,000.00
15		Haz ID 360; is a rugged, field-portable chemical and explosives identification system customized for first responders. The HazMatID requires only a single drop of liquid or a few grains of powder for analysis	Enhance	DHS Federal	1	72,000.00	$ 72,000.00	07 CD-01-FTIR	UASI	$ 72,000.00	$ 72,000.00
16		Responder IR; is Raman technology is ideal for identifying samples through glass or plastic bags, in mixtures or in water. The RespondeR RCI is entirely self-contained including computer and battery	Enhance	DHS Federal	2	42,000.00	$ 84,000.00	07 CD-01-FTIR	UASI	$ 84,000.00	$ 84,000.00
17		Ahura; is a handheld, rugged instrument for in-the-field identification of toxic industrial chemicals (TICs), narcotics, contraband, chemical weapons, and white powders	Enhance	DHS Federal	1	47,000.00	$ 47,000.00	07 CD-01-FTIR	UASI	$ 47,000.00	$ 47,000.00
18		Mover, Primary; is a vehicle used to tow equipment trailers	Enhance	DHS Federal	1	49,000.00	$ 49,000.00	12TR-00-MOVR	UASI	$ 49,000.00	$ 49,000.00
19		Camera	Enhance	DHS Federal	1	37,000.00	$ 37,000.00	03SR-05-RBTL	UASI	$ 37,000.00	$ 37,000.00
20		Mercury Analyzer	Enhance	DHS Federal	2	8,300.00	$ 16,600.00	07 CD-01-MONO	UASI	$ 16,600.00	$ 16,600.00
21		MiniRAE 3000; is an advanced handheld volatile organic compound (VOC) monitor with a Photoionization Detector (PID) extended range of 0 to 15,000 ppm.	Enhance	DHS Federal	2	5,500.00	$ 11,000.00	07 CD-01-DPPI	UASI	$ 11,000.00	$ 11,000.00
22		Awning for Haz Mat Unit	Enhance	DHS Federal	1	3,000.00	$ 3,000.00	19SS-00-SHEL	UASI	$ 3,000.00	$ 3,000.00
23		Detector, Radiation	Enhance	DHS Federal	2	11,000.00	$ 22,000.00	07RD-01-PDGA	UASI	$ 22,000.00	$ 22,000.00
24		CBRN Canisters	Sustainment	DHS Federal	48	62.50	$ 3,000.00	01AR-02-APRC	UASI	$ 3,000.00	$ 3,000.00
25			Select Type				$ -		UASI		$ -
26			Select Type				$ -		UASI		$ -

HOMELAND SECURITY GRANT PROGRAM (HSGP)
FFY11

INVESTMENT JUSTIFICATION (IJ) BUDGET DETAIL

IJ TITLE: **Project Name: Southern Nevada Hazardous Material Team Requested REV 052011**

		One Budget Per Funding Stream							Please Select Sub-Grantee Name		
		UASI	Z								
Line #	CATEGORY	DETAIL DESCRIPTION	Purchase Type	Previous Funding Type	QTY	UNIT COST	TOTAL	AEL Ref #	Funding Source	CITY OF LAS VEGAS	Grand Total
27			Select Type				$ -		UASI		$ -
28		Equipment Training for GasID and IR (vendor training)	Enhance	DHS Federal	6	2,500.00	$ 15,000.00	21GN-00-TRNG	UASI	$ 15,000.00	$ 15,000.00
29		Equipment Training for Ahura (vendor training)	Enhance	DHS Federal	6	2,500.00	$ 15,000.00	21GN-00-TRNG	UASI	$ 15,000.00	$ 15,000.00
30			Select Type				$ -		UASI		$ -
31	Training	**All Training in this category must be coordinated with the State/UASI Training Officer, Training Must have a FEMA/DHS approved course number or must be approved under the three-iteration rule**	Select Type				$ -		UASI		$ -
32		Training of personnel for Haz IQ Training (Chemistry class for First Responders), is designed to prepare the responder to function safely at the scene of a hazardous materials incident by understanding the potential hazards	New	DHS Federal	12	5,950.00	$ 71,400.00	09-14806	UASI	$ 71,400.00	$ 71,400.00
33			Select Type				$ -		UASI		$ -
34							$ -		UASI		$ -
35			Select Type				$ -		UASI		$ -
36			Select Type				$ -		UASI		$ -
37			Select Type				$ -		UASI		$ -
38			Select Type				$ -		UASI		$ -
39	Exercise	**All Exercises must be HSEEP compliant and coordinated with the State/UASI Exercise Officer**	Select Type				$ -		SHSP		$ -
40			Select Type				$ -		SHSP		$ -
41			Select Type				$ -		SHSP		$ -
42			Select Type				$ -		SHSP		$ -
							$ 515,000.00			**$ 515,000.00**	**$ 515,000.00**

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. Administrative Requirements 44 CFR, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 2 CFR, Part 215, Institutions of Higher Education, Hospital and other Non-Profit Organizations. Cost Principles, 2 CFR, Part 225, State and Local Governments, 2 CFR, Part 220, Educational Institutions, 2 CFR, Part 230 Non-Profit Organizations and Federal Acquisitions Regulations Sub-part 31.2, Contracts with Commercial Organizations. In addition, the applicant assures and certifies that:

I. 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 as may be required.

II. 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.

III. 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.)

IV. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

V. 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.

VI. 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.

VII. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

VIII. 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.

IX. 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.

X. Environmental and Historic Preservation Compliance. FEMA is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its Environmental and Historic Preservation (EHP) Program, engages in a review process to ensure that FEMA-funded activities comply with various Federal laws including National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

a. Any project with the potential to impact EHP resources (see Section E.8) cannot be initiated until FEMA has completed its review. The sub-grantees shall provide any information requested by FEMA to ensure compliance with applicable Federal EHP requirements.

b. Grantees may be required to provide detailed information about the project, including the following: location (street address or map coordinates); description of the project including any associated ground disturbance work, extent of modification of existing structures, construction equipment to be used, staging areas, access roads, etc.; year the existing facility was built; natural, biological, and/or cultural resources present in the project vicinity; visual documentation such as site and facility photographs, project plans, maps, etc; and possible project alternatives. For certain, types of projects, FEMA must consult with other Federal, state and local agencies such as the U.S. Fish and Wildlife Service, State Historic Preservation Offices, and the U.S. Army Corps of Engineers, as well as other Federal, State, Local and Tribal Nations agencies and organizations responsible for protecting natural and cultural resources.

c. For projects with the potential to have significant adverse effects on the environment and/or historic properties, FEMA's EHP review and consultation may result in a substantive agreement between the involved parties outlining how the sub-grantee will avoid the effects, minimize the effects, or, if necessary, compensate for the effects. Because of the potential for significant adverse effects to EHP resources or public controversy, some projects may require an additional assessment or report, such as an Environmental Assessment, Biological Assessment, archaeological survey, cultural resources report, wetlands delineation, or other document, as well as a public comment period.

d. Sub-grantees are responsible for the preparation of such documents, as well as for the implementation of any treatment or mitigation measures identified during the EHP review that are necessary to address potential adverse impacts.

e. Failure of the sub-grantee to meet Federal, State, and local EHP requirements, obtain applicable permits, and comply with any conditions that may be placed on the project as the result of FEMA's EHP review may jeopardize Federal funding.

XI. It will comply, and assure the compliance of all its sub-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.

XII. 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.

XIII. It will comply, and all its sub-grantee and 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.

XIV. Services to limited English proficient (LEP) persons. Recipients of FEMA financial assistance are required to comply with several Federal civil rights laws, including Title VI of the Civil Rights Act of 1964, as amended. These laws prohibit discrimination on the basis of race, color, religion, natural origin, and sex in the delivery of services. National origin discrimination includes discrimination on the basis of limited English proficiency.

a. To ensure compliance with Title VI, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

b. The sub-grantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. For additional information, see http://www.lep.gov. Integrating individuals with disabilities into emergency planning. Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination against people with disabilities in all aspects of emergency mitigation, planning, response, and recovery by entities receiving financial funding from FEMA.

c. Executive Order #13347, entitled "Individuals with Disabilities in Emergency Preparedness" signed in July 2004, requires the Federal Government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.

d. Executive Order 13347 requires the Federal government to, among other things, encourage consideration of the needs of individuals with disabilities served by State, local, and tribal governments in emergency preparedness planning.

e. FEMA has several resources available to assist emergency managers in planning and response efforts related to people with disabilities and to ensure compliance with Federal civil rights laws:
Guidelines for Accommodating Individuals with Disabilities in Disaster: The Guidelines synthesize the array of existing accessibility requirements into a user friendly tool for use by response and recovery personnel in the field.

i. Guidelines are available at, http://www.fema.gov/oer/reference/

ii. Disability and Emergency Preparedness Resource Center: A web based "Resource Center" that includes dozens of technical assistance materials to assist emergency managers in planning and response efforts related to people with disabilities can be found at, http://www.disabilitypreparedness.gov

iii. Emergency Planning for Persons with Disabilities and Special Needs: http://www.LLIS.gov

XV. 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.

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

XVII. 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.

XVIII. Compliance with the National Energy Conservation Policy and Energy Policy Acts. In accordance with the 2008 DHS Appropriations Act, all FY 2008 grant funds must comply with the following two requirements:

a. None of the funds made available through shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et. Seq.), or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).

b. None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992 (42 USC13212).

XIX. HSPD-5 requires that Federal agencies tie Federal preparedness funding eligibility directly to progress on **NIMS implementation**. Inability to demonstrate compliance with required NIMS implementation activities could affect Federal preparedness funding at any level of government – state agency, county, local jurisdiction or department. Those receiving, or planning to receive, Federal preparedness funding from any Federal sources should examine the applicable grant guidance to determine eligibility requirements.

VICTIMS PROTECTION ACT OF 2000

XX. Implements section 106(g) of the trafficking Victims Protection Act of 2000 (TVPA) as amended (22 U.SC. 7104 (g).

CLASSIFIED NATIONAL SECURITY INFORMATION

XXI. "Classified national security information" as defined in the Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

TRANSPARENCY ACT

XXII. As of October 1, 2010, all Federal agencies are to initiate sub-award reporting pursuant to P.L. 109-282 of the Federal Funding Accountability and Transparency Act. This includes an implementation policy to require the collection and reporting on sub-award data, improvement to the data quality of Federal Awards and enhancement of technological capabilities of the USAspending.gov.

As the duly authorized representative of the applicant for, FFY11, 97067.11-M11, City of Las Vegas, Metropolitan Medical Response System, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

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

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.

I. LOBBYING

1. 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.
   - **d.** 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 the Federal awarding agency. Under this Federal certifications section, (I) Lobbying, section d this clause is considered a special condition.

II. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

1. 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
2. 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.

III. DRUG-FREE WORKPLACE (SUB-GRANTEES OTHER THAN INDIVIDUALS)

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

1. 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 Sub-grantees 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
     - **i.** The dangers of drug abuse in the workplace;
     - **ii.** The Sub-grantees policy of maintaining a drug-free workplace;
     - **iii.** Any available drug counseling, rehabilitation, and employee assistance programs; and
     - **iv.** 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
     - **i.** Abide by the terms of the statement; and
     - **ii.** 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 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 with respect to any employee who is so convicted
     - **i.** 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
     - **ii.** 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.

IV. NON-SUPPLANTING CERTIFICATION

This certification affirms that grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or sub-grantees may be required to supply documentation certifying that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

VICTIMS PROTECTION ACT OF 2000

V. Implements section 106(g) of the trafficking Victims Protection Act of 2000 (TVPA) as amended (22 U.SC. 7104 (g).

CLASSIFIED NATIONAL SECURITY INFORMATION

VI. "Classified national security information" as defined in the Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

TRANSPARENCY ACT

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As the duly authorized representative of the applicant for, FFY11, 97067.11-M11, City of Las Vegas, Metropolitan Medical Response System, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

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

NEVADA DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
GRANT FINANCIAL AND PROGRAM ASSURANCES

These assurances are to specify the requirements for State, Local, Indian Tribal Governments, higher education, hospitals, and other non-profit organizations while performing the administrative functions for any Federal grant funds. The applicant hereby assures compliance with the following conditions as part of the Notice of Grant Award:

I. FEDERAL SINGLE AUDIT

1. Sub-grantees shall comply with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the sub-grantee must have an annual audit conducted in accordance with OMB Circular A-133 if the sub-grantee expends more than $500,000 from Federal Awards. If the sub-grantee has expended more than $500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the Nevada Department of Public Safety for review within the earlier of 30 days after receipt of the auditor's report(s), or 13 months after the end of the audit period, unless a different period is specified in a program-specific audit guide. Unless restricted by law or regulation, the auditee shall make report copies available for public inspection.
   a. Required documentation for the performance of internal audits must be provided to the Division of Emergency Management (DEM) upon request within 30 days. Grant closeout is contingent upon the DEM audit and resolution of any discrepancies. Any non-submission of required internal audit documentation could result in the delay or non-payment of reimbursement requests, the deobligation of remaining Federal funds and/or jeopardize your eligibility to receive further Federal funding through DEM.
2. Sub-grantees who expend less than the required $500,000 under the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), which is incorporated into this agreement by reference, will provide to the State of Nevada Department of Public Safety uncertified financial statements, (financial statements without the opinion of an independent external auditor) including notes and a schedule of expenditures of Federal awards for sub-grantees fiscal year end, signed by the Sub-grantees executive management within the earlier of 30 days after receipt of the financial report(s), or nine months after the end of the reporting period.
3. Grant revenue and expenditure records and supporting documentation must be maintained and made available upon request by the State Division Internal Audit, Legislative Council Bureau and the DEM or any other entity as required by law to audit the sub-grantee. The sub-grantees are required if requested to respond to auditors inquiries, as required by the State of Nevada Administrative Manual (SAM) 3000, http://nevadabudget.org/index.php/publications/sam/18-3000

II. FISCAL RESPONSIBILITY

1. Financial management must comply with the requirements of OMB Circular A-102 or 2 CFR, Part 215 (*A-110*), whichever is applicable to sub-grantees organization, and which are incorporated into these assurances by reference.
2. All grant expenditures are to be reasonable and allowable in accordance with 2 CFR, Part 220 (*A-87*), 2 CFR, Part 225 (*A-122*) or 2 CFR, Part 230 (*A-122*), whichever is applicable to your organization, and which are incorporated into these assurances by reference.
3. Payment made by the DEM to the sub-grantee shall be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete reimbursement and match supporting documentation to be submitted by the sub-grantee. All payments will be contingent upon receipt of all fiscal and programmatic reports required of the sub-grantee under these assurances.

a. Supporting documentation shall include, but is not limited to, invoices, documented program/project deliverables, travel claims, payment vouchers, proof of payment (clearing documents), payroll reports, staffing/volunteer timesheets, contracts, bid/procurement process documentation, lease agreements, agendas, meeting attendance documentation, training documentation, After Action Reports (AAR), Authorized Equipment Lists (*AEL*), Central Contractor Registry (CCR), Excluded Parties Listing (*EPLS*) and must be cross-referenced to approved budgets.

b. All equipment requested must be on the approved equipment list (*AEL*) (using the most current AEL from grant year and grant program that you are requesting/expending grant funds, please see www.rkb.us). The DEM will not reimburse for any equipment purchased which is not identified on the AEL list and/or not on the approved Budget Detail Matrix.

4. The sub-grantee is aware of and shall comply with the cost-sharing requirements of the Federal grant program (if applicable).
   a. Match supporting documentation must be kept in the same manner as reimbursement supporting documentation for grant funds and meet the following criteria for costs to be eligible as match:
      1. The costs must be allowable under the grant program.
      2. The costs must be in compliance with all Federal requirements and regulations (*i.e., 44 CFR, Part 13 and 2 CFR, Part 215, Part 225, Part 230 and OMB Circular A-102 as applicable to your organization*).
      3. The costs must be reasonable, allowable, allocable, and necessary.
      4. The following documentation is required for third-party cash and in-kind contributions, but is not limited to: Record of donor; Dates of donation; Rates for staffing, equipment or usage, supplies, etc.; Amounts of donation; and Deposit slips for cash contributions. According to 44 CFR § 13.24, this documentation is to be held at the applicant and sub-applicant level.
      5. Except as provided by Federal statute, a cost sharing or matching requirement may not be met by costs borne by another Federal grant or Federal funding.
      6. The source of the match funds must be identified in the grant application.
      7. Every item must be verifiable, i.e., tracked and documented.
      8. Any claimed cost share expense can only be counted once.
5. Sub-grantees will comply with the FEMA/Grant Programs Directorate policy regarding the use of preparedness grant funding for sustainment costs. Grant funds may be used to cover only those maintenance agreements, user fees, and other sustainment costs provided during the grant performance period in which the device was purchased.
6. Sub-grantees may not use future year preparedness grant funding to pay for additional agreements and user fees, please refer to IB 336. All ongoing expenses after the performance period has expired are the responsibility of the grantee/sub-grantee and will not be paid for with FEMA preparedness grant funding.
   a. Sub-grantees may use FEMA preparedness grant funding to pay for maintenance agreements, user fees, and other sustainment costs as long as:
      1. The equipment was purchased with FEMA preparedness grant funding.
      2. The sustainment costs fall within the performance period of the grant that was used to purchase the equipment.
   b. Sustainment costs are eligible under the equipment category unless the equipment is M&A related (grants management equipment).

III. FISCAL REPORTING RESPONSIBILITY

1. Quarterly financial reports (QFR) with supporting documentation shall be submitted to the DEM within 30 days, but no later than 45 days following the close of each quarter of the sub-grant period. A QFR is required every quarter regardless if the QFR equals a zero dollar amount. The final financial report must be submitted to the DEM no later than 60 days following the end of the grant performance period. Late reports, unless approved by the DEM, could delay reimbursement or result in non-payment of the claim. All forms used for reporting are provided by the DEM. Reimbursement will be made by the DEM in a first come first serve basis. Every effort will be made by the DEM to ensure reimbursements will be made timely. The submission of inaccurate or incomplete information with unapproved reporting documentation and/or templates will result in the rejection of the quarterly report.
   As applicable for grant programs, reports consist of, but are not limited to:
   a. Division of Emergency Management Quarterly Financial Report
   b. Quarterly Progress Summary
   c. Program Narrative
   d. Approved Detailed Budget (or approved Vulnerability Reduction Purchase Plan, VRPP)
   e. Quarterly Project Plan/Work Plan (*EMPG*).
   f. Compliance with HSGP Reobligation Guidelines (effective August 18, 2011). Please see attached for the complete copy of the Guidelines.
2. 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. All requests must be submitted to the DEM on the approved Project Change Request form. The Project Change Request form must be accompanied by, but is not limited to, a Revised Budget Detail Matrix and written justification.

IV. FUNDS MANAGEMENT

1. The sub-grantee must maintain funds received under these assurances in separate ledger accounts and cannot mix these funds with other sources. The sub-grantee must manage funds according to applicable Federal regulations for administrative requirements, costs principles and audits.
2. The sub-grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained include, but are not limited to: Financial Management, Procurement, Personnel, Equipment, Property and Travel.
3. A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.
4. The sub-grantee must follow the Department of Public Safety, Division of Emergency Management Contracting and Procurement Grant Guidance dated April 19, 2011. The sub-grantee must follow CFR 44 Part 13 section 4, regarding sole source procurement. All sole sourcing requests over $100,000 must be approved prior to procurement or a sub-grantee contractual agreement. The approval must be issued by the SAA and FEMA/DHS.

V. PROGRAM RESPONSIBILITY

1. Quarterly program reports with supporting documentation shall be submitted to the DEM within 30 days, but no later than 45 days following the close of each quarter of the grant performance period. The final Program Report must be submitted to the DEM no later than 60 days following the end of the grant period. Late reports, unless approved by the DEM, could delay reimbursement. Late reports, unless approved by the DEM, could result in non-payment of the claim. All forms used for reporting are provided by the DEM. The submission of inaccurate or incomplete information and unapproved documentation will result in the rejection of the Quarterly final report.
   As applicable for grant programs, reports consist of, but are not limited to:
   a. Division of Emergency Management Quarterly Financial Report
   b. Quarterly Progress Summary
   c. Program Narrative
   d. Approved Detailed Budget
   e. Quarterly Project Plan
2. A completed Project Plan form shall be submitted to DEM prior to issuance of any sub-grant.
   a. The project plan must clearly document all individual projects, milestones, tasks, deliverables and

timelines and must support and be traceable to the approved Budget Detail Matrix and the Federally approved Investment Justification.

b. Late submission could result in delay of reimbursement, and failure to comply could result in non-payment of reimbursement claims.

3. The Program Narrative for exercises shall address the following required elements of the Nevada Exercise Program (*contact the DEM for the Nevada Exercise Program instructions if applicable to your program*): All training funded by DHS grants must be pre-approved by the State DEM Training Officer. Requests for the use of Homeland Security Grant Program (HSGP) funding in support of training programs/and or individual requests must be coordinated and approved by: Your local jurisdiction, your county (Emergency Manager) or designated Training Coordinator, the State Administrative Agency(SAA) Nevada Division of Emergency Management and the SAA Training Point of Contact (TPOC). The jurisdiction/ or individuals must obtain this approval prior to any commitment for any requested training utilizing Homeland Security funds. Detailed instruction and forms are attached.

a. Annual participation in the Training and Exercise Plan Workshop (TEPW) to collaborate with all agencies in the development, planning and implementation of the Multi-Year Exercise and Training Plan (MYTEP) regarding training and exercise types, dates, locations, target capabilities, and/or Federal funding.

b. Each county-level jurisdiction will identify a National Exercise Schedule (NEXS) point of contact that will serve as the Exercise Scheduler. The county-level Scheduler will be responsible for the submission of all required exercise information to the NEXS website. This requires approval by the State Exercise Officer.

c. Electronic submission of the AAR/IP to the DEM within 60 days of the conduct of the exercise utilizing the DHS-approved format and process.

1. One hard copy of the AAR/IP shall be submitted to the DEM Exercise Training Officer and one electronic copy of AAR/IP shall be submitted via the DHS Secure Portal in the Nevada Folder with an email notifying in writing the State of Nevada Exercise Training Officer of the submission.

VI. EQUIPMENT MANAGEMENT

Effective control and accountability must be maintained for all equipment acquired with Federal funds. The sub-grantee must adequately safeguard all such equipment and must assure that it is used solely for authorized purposes as described in the guidance. The sub-grantee will use, manage, and dispose of such property in accordance with 44 CFR, Part § 13.32.

1. As required by 44 CFR Ch I, § 13.32 Equipment, the DEM, for compliance monitoring purposes as policy for all state agency sub-grantees equipment/asset management internal controls/policies and procedures will follow the regulatory compliance of the Nevada State Administrative Manual 1544.0, NRS 354.625 and NRS 333.220, which applies a state mandated $1,000.00 per unit threshold.

2. As required by 44 CFR Ch I, § 13.32 Equipment, all other Local, Indian Tribal Governments, higher education, hospitals, and other non-profit sub-grantees for compliance monitoring purposes as policy will follow the regulatory compliance of 44 CFR Ch I, § 13.32 which applies a Federally mandated $5,000.00 per unit threshold.

3. Accurate records maintained on all acquisitions and dispositions of property acquired with Federal awards.

4. Federally funded equipment records must contain description (including serial number or other identification number), source, who holds title, acquisition date and cost, percentage of Federal participation in the cost, location, condition, and disposition data.

5. Property tags are placed on equipment.

6. At a minimum, a physical inventory of the Federally funded property must be taken and reconciled with the property records at least once every two years in accordance with 44 CFR, Part § 13 or by jurisdictional regulation or guidance.

7. Procedures established to ensure that the Federal awarding agency is appropriately reimbursed for dispositions of property acquired with Federal awards.

a. When the equipment is no longer needed, the grantee or sub-grantee will request disposition instructions from the Federal agency through the SAA

b. Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency, however when ever possible the equipment should be retained and used or transferred to be used within the same general scope of work which it was originally paid under.

c. Items of equipment with a current per unit fair market value in excess of $5,000 may be retained or sold and the Federal awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's share (*the Federal percentage of participation*) of the equipment.

8. Policies and procedures in place for responsibilities of recordkeeping and authorities for disposition.

VII. SUB-GRANTEE MONITORING

The sub-grantee agrees to participate in DEM's annual monitoring visits and to follow up and take corrective action on all identified non-conformances and observations with action, which includes, but is not limited to, the submission and implementation of corrective action plans to the DEM.

1. The sub-grantee is responsible for follow-up and corrective action on all non-conformances and observations with action from the DEM.
2. The sub-grantee shall prepare a corrective action plan(s) for identified non-conformances and observations with action.
3. The sub-grantee will implement the approved corrective action plan(s) for non-conformances and observations with action.

VIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

1. Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the 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.
2. Whenever possible equipment, real property, public service announcements, etc., should reflect, "made possible by the Nevada Department of Public Safety Division of Emergency Management and paid for by FEMA/DHS."

IX. INDEMNIFICATION

1. Sub-grantee agrees to indemnify, save and hold the state, its agents and employees harmless from any and all liability, claims, actions, damages, losses, and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts of omissions of this agreement by sub-grantee, its agents or employees.

X. CONFIDENTIALITY OF RECORDS

1. If this grant funds any form of written or visual material that identifies employees of the DEM, prior approval must be obtained from the DEM before publishing or finalization.

XI. ASSIGNMENT AND DELEGATION

1. The 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, which includes sub-sub granting funds without prior knowledge or approval of DEM.

XII. DEBARMENT CERTIFICATION

1. The sub-grantee agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions".

XIII. CONTRACTORS

1. The sub-grantee may enter into a written contract(s) for products and/or services pertaining to its functions under the grant award in accordance with terms established in the State of Nevada procurement policy, OMB Circulars, the DHS Financial Management Guide, and the DHS Program Guides.
2. The sub-grantee agrees and understands that no contract or agreement that the sub-grantee enters into with respect to performance under the grant award shall in any way relieve the sub-grantee of any responsibilities for performance if its duties.
3. The sub-grantee must follow the Department of Public Safety, Division of Emergency Management Contracting and Procurement Grant Guidance dated April 19, 2011. The sub-grantee must follow the CFR 44 Part 13 section 4, regarding sole source procurement. All sole sourcing requests over $100,000 must be approved prior to procurement or a sub-grantee contractual agreement. The approval must be issued by the

SAA and FEMA/DHS.

XIV. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

1. The Department of Homeland Security released the National Incident Management System (NIMS) as required by Homeland Security Presidential Directive (HSPD) 8 Management of Domestic Incidents and Preparedness. HSPD-5 established and designated the National Integration Center (NIC) Incident Management Systems Division as the lead Federal entity to coordinate NIMS compliance.
2. To be eligible to receive grant funding, applicants must meet NIMS compliance requirements. State, Territory, Tribal, and local governments are considered to be in full NIMS compliance if they have adopted and/or implemented compliance activities, as determined by the National Incident Management System Capability Assessment Support Tool (NIMSCAST) or other accepted means. Additional information on achieving compliance is available at http://www.fema.gov/emergency/nims/

XV. APPLICABLE FEDERAL REGULATIONS

The sub-grantee must comply with the Office of Management and Budget *(OMB)* Circulars and other Federal guidance including but not limited to:

1. Grant Program Guidance issued by the U.S. Department of Homeland Security, at http://www.fema.gov/government/grant/index.shtm
2. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at http://www.whitehouse.gov/omb/circulars_a133/
3. OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments, at http://www.whitehouse.gov/omb/circulars_a102/
4. 2 CFR, Part 215, Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals, and other non-profit organizations (*OMB A–110*), at http://www.whitehouse.gov/omb/assets/omb/circulars/a110/2cfr215-0.pdf
5. 2 CFR, Part 220, Cost Principles for Educational Institutions (*OMB A-21*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a21.pdf
6. 2 CFR, Part 225, Cost Principles for State, Local, and Indian Tribal Governments (*OMB A–87*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a87.pdf
7. 2 CFR, Part 230, Cost Principles for Non-Profit Organizations (*OMB A–122*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a122.pdf
8. 44 CFR, Part 13, Emergency Management and Assistance, at http://www.access.gpo.gov/nara/cfr/waisidx_08/44cfr13_08.html
9. U.S. Department of Homeland Security Authorized Equipment List (AEL) available at https://www.rkb.us/mel.cfm?subtypeid=549

XVI. Environmental Historical Preservation (EHP)

The all sub-grantees will follow the EHP requirements set forth by the Federal granting agency. The sub-grantee will not undertake any project having the potential to impact Environment and Historical Preservation (EHP) resources without the prior written approval of the Federal granting agency, including but not limited to ground disturbance, construction, modification of structures, and purchase and use of sonar equipment. Sub-grantees must comply with all conditions placed on the project as a result of the EHP review. Any change to the approved project scope of work will require a re-evaluation for compliance with these EHP requirements.

Any construction or renovation activities defined by the SAA's office that have been initiated without the necessary EHP review and approval will result in a non-compliance funding and will not be eligible for Federal funding.

Construction includes the following and requires EHP approval:

1. Training and Exercises
2. Purchase of Equipment
3. Physical Security Enhancements

4. Renovation/Upgrades, Modifications to exiting structures (which include drywall, paint, carpet or any modifications to existing structure etc.)
5. New Construction or New Additions
6. Communication Towers and related equipment, equipment shelters
7. Other activities that may apply under the EHP section

Please see the link provided for IB 371 Environmental Historical Review Process http://www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.docx

XVII. TERMINATION

The DEM retains the right to terminate this sub-grant, for cause, at any time before completion of the grant period when it has determined that the sub-grantee has failed to comply with the conditions of these assurances.

1. The DEM reserves the right to terminate the grant in whole or in part due to the failure of the sub-grantee to comply with any term or condition of the signed and agreed upon assurances, failure to implement audit/monitoring recommendations within the prescribed period of time, failure to communicate with or respond to any State Administrative Agency (SAA) request or communication, to acquire and maintain all required insurance policies, bonds, licenses, permits and certifications or to make satisfactory progress in performing the program, financial and administrative requirements of the grant.
2. The DEM staff shall provide written notice of the termination and the reasons for such actions to the sub-grantee.
3. The DEM may, upon termination of the award, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under the award. The sub-grantee shall be liable to the DEM for any excess costs incurred by the DEM in procuring materials or services in substitution for those due from the sub-recipient.

As the duly authorized representative of the applicant for FFY11, 97067.11-M11, City of Las Vegas, Metropolitan Medical Response System, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

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

Reobligation Guidelines

Purpose

The purpose of these guidelines is to ensure that the Nevada Commission on Homeland Security (NCHS), State Administrative Authority (SAA) and subgrantees of Homeland Security Grant Programs (HSGP) provide for the best utilization of grant resources when cost savings or cost shortfalls are realized during a grant performance period.

1. Performance Period

Effective with the FFY10 HSGP grant cycle, the performance period for each subgrant will be 24 months to allow for adequate time to obligate HSGP funds as necessary. The SAA may modify performance periods based on the requirements of future grant guidance.

Extensions to the subgrant performance period will be approved by the SAA. The subgrantee must provide a written request for extension to the SAA at least one (1) month prior to the end of the subgrantee performance period. If the grant extension is denied, the grant funds will be deobligated.

2. Project Change Requests

All Project Change Requests must be submitted to the SAA using the approved Project Change Request form. The completed Project Change Request forms must be submitted to the SAA at dhsgrants@dps.state.nv.us.

All Project Change Requests will be reviewed by the SAA to ensure that the change(s) requested is compliant with federal grant guidance. Once the SAA makes its determination that the Project Change Request complies with federal grant guidance, the request will be handled as follows:

A. Project Change Requests Approved by SAA:

   i. Any request for reobligation of funding within an existing approved budget that does not exceed $100,000, may be approved by the SAA, if the Project Change Request is clearly within federal grant guidance.

B. Project Change Requests Approved by NCHS:

   i. Any request for reobligation of funds that exceeds $100,000 will be reviewed by the NCHS. The NCHS will provide a recommendation to the Governor for

reobligation of funding and notify DEM of the recommendation.

ii. Any request for the redirect of funds that is inconsistent with the approved Investment Justification or which is considered a change in scope will be submitted to the NCHS and/or Finance Committee for review. The NCHS and/or Finance Committee will provide a recommendation to the Governor for reobligation of funding and notify DEM of the recommendation.

iii. Any deobligated funding that exceeds $100,000 will be submitted to the NCHS for review. The NCHS will provide a recommendation to the Governor for reobligation of funding and notify DEM of the recommendation.

DEM, at their own discretion, may defer to the NCHS and/or the Finance Committee on any Project Change Request subject to DEM approval.

3. Request for Additional Grant Funding

A sub-grantee seeking additional funding (de-obligated funds) must submit the request to the SAA on the approved forms at dhsgrants@dps.state.nv.us.

A request for additional funding must include:

A. A written justification explaining, at a minimum, the following:

i. Impact of non-completion the project in the originally approved budget;
ii. Explanation as to why the redirect of funds was not addressed in the original investment or another related investment, if applicable;
iii. Benefit to the state's overall capabilities by approving the requested redirect of funds;
iv. Anticipated timeline to complete proposed project, inclusive of milestones and anticipated deliverables; and
v. Impact of not approving the request to redirect of funds;

B. A copy of the original budget; and

C. A copy of a detailed line-item budget demonstrating the subgrantee's intended use of the funds if the redirect of funds is approved.

The SAA will review the request to ensure compliance with federal grant guidance. The SAA will forward a report of compliance to the NCHS.

4. Restrictions

Reobligation of funds will not be approved by the SAA or the NCHS if the request includes, but is not limited to, any of the following restrictions:

1. Non-compliance with federal guidance;
2. Supplanting;
3. Misappropriation of funds;
4. Commingling of funds;
5. Denial by the Department if Homeland Security;
6. Inability for projects to be completed within the remaining performance period; or
7. Non-conformance with the goals and priorities of the NCHS.

5. Time Sensitive

Federal law mandates that unspent federal funds be returned to the federal government at the end of the grant performance period. In the event that unspent funds exist and there is insufficient time in the grant performance period to reconvene the NCHS and Finance Committee, the SAA in its sole discretion, may reobligate grant funding within the scope of the approved Investment Justification.

In the event that the SAA reobligates time sensitive funding, the reobligation of funds will be placed as an informational item on the agenda of the next regularly scheduled meeting of the NCHS.

Brian Sandoval
Governor

Nevada Department of Public Safety

Chris Perry
Director

Christopher B. Smith
Chief

Division of Emergency Management
Homeland Security
2478 Fairview Drive
Carson City, Nevada 89701
Telephone (775) 687-0300 • Fax (775) 687-0322 • http://dem.state.nv.us/

The Nevada Department of Public Safety, Division of Emergency Management (DEM) is committed to providing the Nevada emergency management community, emergency response professionals, volunteers, and the private sector with the means to produce quality exercises that improve the preparedness of the State of Nevada, its citizens and resources. This is accomplished through the use of a State-wide exercise program: the Nevada Exercise Program (NEP), which includes standardized policies, processes, products, and assistance in all aspects of exercises. The NEP is an all hazard, multi-discipline, multi-jurisdictional program that utilizes a building-block approach with exercises of increasing complexity and scope.

Exercises validate capabilities of individuals, teams, organizations and communities to prevent, protect, respond to, and recover from the effects of all emergency/disaster events. In order to successfully accomplish the validation of capabilities exercises need to have consistent processes for development, conduct, and evaluation. The Homeland Security Exercise and Evaluation Program (HSEEP) provides this consistency. All exercises conducted in Nevada, utilizing Federal grant funds, are required to adopt the principles and guidance provided in HSEEP.

Additionally, all exercises must be National Incident Management System (NIMS) compliant by meeting the following three criteria:

- Incorporate NIMS/ICS into training and exercises.
- Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.
- Incorporate corrective actions into preparedness response plans and procedures.

NEP COMPONENTS

The NEP consists of seven components: 1) ***Training and Exercise Plan Workshop,*** 2) Exercise ***Scheduling***, 3) Standardized ***Process*** and Documents, 4) ***Reporting***, 5) ***Corrective Action***/Tracking, 6) ***Technical Assistance***, and 7) Exercise ***Training*** Curriculum. Each component is dependent on each other and ties in and supports the State of Nevada Strategic Plan, which in turn supports the National Strategy and Priorities.

Training and Exercise Plan Workshop. Each year the annual Training and Exercise Plan Workshop (T&EPW) will be conducted for all local jurisdictions, State and Federal agencies, and the private sector to identify training and exercise activities for the subsequent three years that support the State Strategy which in turn support the National Priorities. Prior to the T&EPW an Improvement Planning Conference is conducted to review the previous year's exercise and actual disaster events' After Action Report / Improvement Plan (AAR/IP) for areas that identify modifications to the State Strategy and any shifts in designated Target Capabilities.

A T&EPW Read Ahead Package is sent to participating jurisdictions, agencies and private sector participants to ensure that participants are prepared to address required information regarding training and exercise activities, targeted dates, associated costs, and identified Target Capabilities. The resulting Multi-Year Training and Exercise Plan (MYTEP) is produced, distributed, and periodically updated as modifications require.

Exercise Scheduling. All exercises conducted in Nevada must be entered into a national database of exercises utilizing the National Exercise System (NEXS), an internet-based software program that captures basic statistical information. Each county-level jurisdiction will identify a NEXS point of contact who will serve as the Exercise Scheduler. The Scheduler has the ability to create new exercises as well as modify and delete any exercise they create in the database. They will also have "view-only" capability for any exercise within their Exercise Administrative Authority (EAA's) domain: in this case, the State of Nevada. Exercise Schedulers can register at the U.S. Department of Homeland Security, Federal Emergency Management Agency USDHS/FEMA HSEEP homepage at https://hseep.dhs.gov/.

Each state will also have a State Exercise Administrative Authority (EAA) who has access authority over all exercises, users, and Exercise Schedulers within their scheduling domain (State of Nevada). The EAA is the Domain's approving authority prior to an exercise appearing in the National Exercise Schedule Database. The EAA can create, modify and delete any exercise data on the National Exercise Schedule.

Standardized Process and Documents. All exercises conducted in Nevada must follow the standardized process and guidance of the HSEEP. HSEEP provides exercise documents/document formats and samples, planning conferences, and exercise concepts in all phases of an exercise (concept, design and development, conduct, evaluation, and follow-up corrective actions and tracking). The one single exercise document that must follow a prescribed format with a specified content and process is the AAR/IP.

Exercise guidance is provided in the form of HSEEP Manuals (HSEEP Volume I: Exercise Program Overview and Management; Volume II: Exercise Planning and Conduct; Volume III: Exercise Evaluation and Improvement Planning; and Volume IV: Templates and Samples) which can be accessed from the HSEEP homepage at https://hseep.dhs.gov/.

Exercise Reporting. All operations- and discussion-based exercises will result in an exercise After Action Report (AAR) within 60 days following the conduct of the exercise. The AAR will identify areas of success and areas requiring improvement describing the issue, analysis, any recommendations utilizing the Exercise Evaluation Guides (EEGs) of the 37 Target Capabilities List (TCL) as the basis for evaluation. The AAR format will follow guidance identified in HSEEP Manuals. The AAR will include an Improvement Plan (IP) as part of the AAR (see next section). One hard copy of the AAR/IP shall be submitted to the DEM Exercise Training Officer and one electronic copy of the AAR/IP shall be submitted via the Corrective Action Program System (CAPS) in the Nevada Folder with an email notifying the State of Nevada Exercise Training Officer of the submission. All AARs will be reviewed for HSEEP formatting compliance and forwarded to USDHS/FEMA as a condition for meeting minimum Federal grants and programs requirements.

Corrective Action/Tracking. As an annex to the exercise AAR, a process for identifying corrective actions and tracking them to completion will be utilized. This is the IP. The IP will identify the issue, recommended corrective action, assignments, and recommended completion date. The IP format will follow guidance identified in HSEEP Manuals. Use the web-based software program CAPS to electronically manage the identification and tracking of the IP portion of the AAR.

Technical Assistance. Technical assistance in any area of exercise design, conduct, and evaluation will be available from the State of Nevada Exercise Training Officer (NV ETO). The NV ETO will be available to answer questions regarding areas such as: HSEEP, NIMS exercise compliance, exercise documents, formats, suggestions, problems, NEXS and CAPS programs, best practices or training. On a limited basis the NV ETO can assist as a member of a local exercise planning teams during any phase of an exercise as well as offer exercise-specific training, workshops, and seminars.

Web-based exercise assistance, information, guidance, and a variety of toolkits are also available at the USDHS/FEMA HSEEP homepage (https://hseep.dhs.gov/) as well as the USDHS/FEMA NEXS and CAPS systems. The secure portal requires a request by email from the requestor prior to gaining access to it.

Exercise Training Curriculum. A variety of exercise training courses will be offered throughout Nevada on a limited basis as either resident courses or as jurisdictional-hosted courses. Samples of the Exercise Curriculum includes: HSEEP Mobile Course, Exercise Design and Development, Exercise Evaluation, Exercise Control/Simulation, and Exercise Program Manager. Several Workshops are available that address evaluator/controller training, exercise planning teams, and simulations/moulage. The Master Exercise Practitioner Program, a Federal Emergency Management Agency program offered by the Emergency Management Institute in Emmitsburg, Maryland and administered by the Nevada Exercise Training Officer, provides training and certification as a Master Exercise Practitioner (MEP).

Further information regarding Nevada's Exercise Program is available by contacting:

Timothy Cary
Nevada Exercise Training Officer
2478 Fairview Drive
Carson City, NV 89701
(775) 687-0389 (office)
tcary@dps.state.nv.us

Brian Sandoval
Governor

Nevada Department of Public Safety

Division of Emergency Management and Homeland Security
2478 Fairview Drive
Carson City, Nevada 89701
Telephone (775) 687-0300 • Fax (775) 687-0322 • http://dem.state.nv.us/

January 17, 2011

Dear Emergency Managers/Training Coordinators;

Requests for the use of Homeland Security Grant Program (HSGP) funding in support of training programs/and or individual requests must be coordinated and approved by:

- Your local jurisdiction
- Your county/local Emergency Manager or their designated Training Coordinator
- State Administrative Agency (SAA) Nevada Division of Emergency Management
- SAA Training Point of Contact (TPOC).

The jurisdiction/ or individuals must obtain this approval prior to any commitment for any requested training utilizing Homeland Security funds. All requests must be directed through your local emergency manager.

REQUEST PROCESS/JURISDICTION OR AGENCY/INDIVIDUAL

Step 1: Check to see if your program is already listed in one of the Approved Training Catalogs. If it is, the course is eligible for HSGP funding, but you still need to coordinate the training with the SAA and TPOC. Each training provider has their own process for scheduling training. Contact our office with the course number and title, and we will assist you with your request.

Step 2: If your requested training is NOT in any of the catalogs below, the next step is to ensure that the requested program meets the grant guidelines for training not provided by FEMA (DHS). The SAA and TPOC can assist with this determination, but the more information you provide, the better we can assist.

You will need to submit your request by completing the course request application submit the completed application via fax or email to the TPOC with the following information:

- Course title (and course number if applicable)
- Course description (attach flyer, website, etc)
- Mission area (common, prevent, protect, respond, recover)
- Level of training (awareness, performance, management)
- Training provider (contact information)
- Date of the course
- Anticipated number of attendees
- Associated disciplines of the attendees
- Anticipated costs
- Grant program/year/project

Step 3: The SAA and TPOC will review the course and determine if it is eligible and approved for use of HSGP funds.

Step 4: If this is a request for a specialized course for an individual or group you must submit the application 60 days in advance to the designated county emergency manager or their appropriate point of contact. Please keep in mind that the approval must be in place prior to course attendance. Failure to meet this requirement could result in a denial of reimbursement for incurred expense. If the program you're requesting is deemed eligible and approved for expenses, jurisdictions/or individuals must report the following to the SAA or TPOC within 30 days after attending training:

- Original Approval from SAA/TPOC, which should include:
  - Course title
  - Course description
  - Mission area
  - Level of training
  - Training provider
  - Reimbursement request and associated invoices

Programs contained in the following catalogs have already been deemed "eligible training", but expenses to support these programs still need to be coordinated with the SAA and TPOC.

FEMA (DHS) Training and Exercise Catalog (TEI)

- TEI/TO
- Federal Catalog
- State Catalog

If the program you're requesting is NOT in any of these catalogs, it is considered **NON-FEMA Training**. Non-FEMA courses are those courses that are either State sponsored or Federal sponsored, coordinated and approved by the State Administrative Agency (SAA) or Training Point of Contact (TPOC), and fall within the FEMA mission scope to prepare State and local personnel to prevent, protect, respond to, and recover from acts of terrorism or catastrophic events. These training programs include, but are not limited to, Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) terrorism, catastrophic events, cyber/agriculture/food security, and citizen preparedness

These courses are developed for and/or delivered by institutions and organizations funded directly by FEMA. The majority of these programs are offered at NO COST. This includes programs offered by the institutions below. All course requests must be coordinated with the STPOC for approval.

- The Center for Domestic Preparedness (CDP)
- The National Domestic Preparedness Consortium (NDPC)
- The Rural Domestic Preparedness Consortium (RDPC)
  - National Emergency Training Center
  - National Fire Academy
- Emergency Management Institute
- FEMA Training Partners funded through the Continuing and Demonstration Training grant programs

In order to use HSGP funds, Non-FEMA courses must:

- Build additional capabilities that a) support a specific training need identified by the State, Territory, and Urban Area, and b) comply with the State or Urban Area Homeland Security Strategy
- Address specific tasks and/or competencies articulated in FEMA's Emergency Responder Guidelines and the Homeland Security Guidelines for Prevention and Deterrence
- Address specific capabilities and related tasks articulated in the Target Capabilities List
- Support the specific program training activities identified in the individual HSGP grant programs (SHSP, UASI, MMRS, CCP) for which the funding will be used
- Meet the standards with all applicable Federal, State, and local regulations, certifications, guidelines, and policies deemed appropriate for the type and level of training

CONTACT
For additional information on Grant Funded Training, please contact Nevada Division of Emergency Management, SAA or TPOC.

Investment #6

Investment Information - Investment #6

Investment Name: Chemical Biological Radiological Nuclear Explosive (CBRNE)

Investment Phase: Ongoing

Multi-Applicant Investment: No

I. Overview - Investment #6

If the Investment is ongoing, identify up to three Investment(s) from prior year(s) to include:(FY 2007 - FY 2010)

Note: Applicants may select up to **three** Investments. Within the GRT, applicants will *only* have the ability to select previously funded Investments from a drop-down menu.

Year	Investment Name	HSGP Funding Amount
2009	Advanced CBRNE Detection and Decontamination	$459,806.00
2008	Strengthen CBRNE Detection, Response, Decontamination Capabilities	$4,434,784.00
2010	Advanced CBRNE Detection and Decontamination	$1,123,729.00

I.C. - Funding Program

Designation	Program	Funding Amount
Primary:	UASI	$1,200,698
Secondary:	No Secondary Source	

*** I.D. - Capabilties Building**

Maintaining existing capabilitise.

I.E. - Investment description

Provide a description of this Investment, including the planning, organization, equipment, training, and/or exercises that will be involved. (2,500 char. max)

This LVUA investment continues ongoing efforts to enhance the preparedness, prevention, deterrence and response capabilities among Southern Nevada's Public Safety Agencies. The investment is composed of five individual projects, all focused on mitigating the risk of potentially catastrophic terrorist incidents in the LVUA. Each individual agency project has been developed through extensive regional collaboration aimed at expanding existing capabilities in a coordinated effort. The process includes identifying participating agencies resources; then highlighting capability gaps in a combined effort that involves local Public Safety Agencies, Local and State Government and Federal partners. This is facilitated in the LVUA by the All hazard Regional Multi-agency Operations and Response (ARMOR) Task Force. This ongoing collaboration of Southern Nevada's responder agencies will continue throughout the FY 11 period of performance.

This investment seeks specific enhancements in the following Target Capabilities: CBRNE Detection; WMD/ Hazardous Materials Response & Decontamination; Counter Terrorism Investigations and Law Enforcement; and Urban Search and Rescue. Each project will enhance an existing capacity, principally through the acquisition of equipment, intended to increase overall responder preparedness in Southern Nevada. Funding will be utilized to enhance Law Enforcement Counter Terrorism Operations (North Las Vegas PD, Henderson PD); sustainment of existing CBRNE Detection Equipment (LVMPD ARMOR); expand the response capacity of LVFR Hazardous Materials Team (Las Vegas Fire Rescue) and enhance capacity for LVFR Technical Rescue (Las Vegas Fire Rescue).

The principal benefits derived from this investment are the improvements in the above mentioned capabilities by investing in each individual agency project. Each project is a key component of the existing LVUA regional response capacity. These critical investments will enable local agencies to continue strengthening preparedness, prevention, deterrence and response capability for

combating potentially devastating terrorist incidents in the Urban Area. Continued support of the regional approach includes the flexibility of handling multiple responses within a specified jurisdiction. These significant improvements in overall capability are possible only through the capital funding available in the FY11 HSGP.

II. Baseline - Investment #6

II.A. - Goals and Objectives

Identify the goals and objectives in your State and/or Urban Area Homeland Security Strategy Supported by this Investment. (1,500 char. max)

This investment directly supports the priorities defined by the Department of Homeland Security, the Nevada State Homeland Security Strategy & the Las Vegas Urban Area Security Strategy. Specific goals & objectives from Las Vegas Urban Area Strategy this investment corresponds to are as follows:
Strengthen Information sharing & collaboration in LVUA organizations.(Prepare, Respond)
National Priority:Expand Regional Collaboration
Objective2.1: Develop, review policies & procedures that coordinate, integrate and maximize effectiveness of public safety information sharing & collaboration capabilities by December 31,2012.
Strengthen Urban Area plans that ensure public health and safety of residents, visitors, & responders.
(Prevent,Protect,Respond,Recover)
National Priority: Expand Regional Collaboration
Objective3.1:Enhance & implement existing local & regional emergency plans biannually.
Objective3.3:Use Target Capabilities List & Universal Task List to determine emergency response resource needs by December 31,2012
To strengthen Regional CBRNE capabilities that ensures public health and safety of residents,visitors & responders.
National Priority: Strengthen CBRNE Detection, Response and Decontamination Capabilities
Objective7.1:Coordinate planning team of area stakeholders to develop regional tiered CBRNE response plan by December 31,2012
Objective7.2:Identify & assess regional capabilities for CBRNE events for stakeholder entities.(FD, LE, SNHD,Hospitals,EMS

II.B. - Existing capability levels

Describe existing capability levels that address the identified goals/objectives and what will be in place to support the investment prior to the use of FY 2011 funds. (1,500 char. max)

All of the agency projects under this investment support the regional response capabilities in the respective fields in the LVUA. The participating agencies in the FY11 investment have dedicated roles unique to the LVUA. Each individual project has been developed to enhance a specific capacity for a specific agency in Southern Nevada. The projects have been tailored to fit capability gaps identified through regional collaborative analysis which has been ongoing for several HSGP cycles. Previous accomplishments for all participating agencies have strengthened preparedness, deterrence, prevention and response efforts. These projects reflect the ongoing dedication in each respective area of expertise. The Public Safety agencies in Sothern Nevada each have existing capability in the respective field and will continue to maintain the existing capability. The new capabilities brought forth by this investment will be maintained in a comparable manner.

II.C. - Capability gap(s)

Explain the capability gap(s) that this Investment is intended to address. (1,500 char. max)

This investment will enhance several key areas of Public Safety Response in the LVUA these capabilities include Law Enforcement Counter Terrorism Tactical Operations Henderson PD SWAT is responsible for responding to critical incidents within the City of Henderson as well providing mutual aid tactical support in the LVUA Currently the HPD Swat Team does not have a protective vehicle capable of transporting and supporting tactical officers in CBRNE environments Law Enforcement Counter Terrorism Tactical Operations N.LasVegas PD has an immediate requirement for a man portable remote operated vehicle to conduct surveillance in potential terrorist incidents in the LVUA The ROV will include the capability of remote CBRNE monitoring equipment CBRNE Detection&Decontamination LVMPD ARMOR maintains the Operational CBRNE Detection&decontamination capacity in the LVUA This project will sustain existing detection resources throughout the performance period Hazardous Materials Response Las Vegas Fire Rescue has the only HazMat Team in S.NV This project will enhance HazMat Response in the LVUA to include response for major ground and rail transportation routes industrial plants&chemical manufacturing facilities Urban Search&Rescue Las Vegas Fire Rescue has the sole Technical Rescue Team in Southern Nevada This project will enhance the technical rescue capacity in the LVUA

to include multiple high rise hotel structures collapsed structure rescue swift water&confined space rescue incidents

Target Capability 1: CBRNE Detection
Target Capability 2: Counter-Terror Investigation and Law Enforcement
Target Capability 3: Search and Rescue (Land-Based)
Target Capability 4: WMD and Hazardous Materials Response and Decontamination

III. Project Management - Investment #6

I.C. - Funding Program

Designation	Program	Funding Amount
Primary:	UASI	$1,200,698
Secondary:	No Secondary Source	

*** IV.B. - Fusion Center:**

No

If applicable, how much of this Investment will be obligated towards Law Enforcement Terrorism Prevention Activities (LETPA): $542,700

Target Capability	Amount of Proposed Funding	Percent of Proposed Funding
CBRNE Detection	$137,700	11.47%
Counter-Terror Investigation and Law Enforcement	$405,000	33.73%
Search and Rescue (Land-Based)	$142,998	11.91%
WMD and Hazardous Materials Response and Decontamination	$515,000	42.89%
Total	**$1,200,698**	**100%**

Solution Area	Amount of Proposed Funding	Percent of Proposed Funding
Planning		
Organization		
Equipment	$1,129,298	94.1%
Training	$71,400	5.9%
Exercises		
Total	**$1,200,698**	**100%**

#	Name	Description	Step	Start	End	Funding Amount
1	North Las Vegas PD	Tactical Surveillance Robot	Execution	01/2012	06/2013	$85,000
2	Henderson PD	CBRNE Bearcat	Execution	01/2012	06/2013	$320,000
3	Las Vegas Metro PD	ARMOR	Execution	01/2012	06/2013	$137,700
4	Las Vegas Fire Rescue	Hazardous Material Team	Planning	01/2012	06/2013	$515,000
5	Las Vegas Fire Rescue	Technical Rescue Team	Planning	01/2012	06/2013	$142,998

V.A - Outcomes to be achieved

Describe the outcomes that will be achieved as a result of this Investment. The outcomes should demonstrate improvement towards building capabilities described in Baseline tab. (1,500 char max)

The overall goal of this investment is to continue the enhancement of Nevada's Public Safety Agencies' preparedness for terrorism. Improvements for the FY11 cycle focus on enhancing equipment utilized for response capacity.

The objectives of this investment include:
- Enhance Law Enforcement Operations
- Strengthen CBRNE prevention, deterrence and response capabilities.
- Increase regional collaboration for terrorist incident response.
- Expand WMD/Hazardous Materials Response
- Improve Technical rescue capabilities.

The investment will continue to focus on developing the capacity for Public Safety Agencies in the Urban Area to support a large scale event; multiple location smaller events; and the ability to support CBRNE incidents in the neighboring jurisdictions with response capacity while simultaneously maintaining operational capacity in the Urban Area. Progress on all objectives will continue through the collaborative effort demonstrated under previous HSGP cycles in the LVUA. Specific enhancements will close capability gaps and assist in building on the existing regional response capacity for future enhancements.

This investment directly supports National Priorities, State and Urban Area Homeland Security Strategies and the priorities of the Nevada Commission on Homeland Security. Continued support for this ongoing investment is crucial to developing the capacity required to respond to potential terrorist incidents in Southern Nevada.

National Priority 1: Expand Regional Collaboration
National Priority 2: Strengthen CBRNE Detection, Response, & Decontamination Capabilities

City of Las Vegas Agenda Item No.: **12.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: ADMINISTRATIVE SERVICES
DIRECTOR: TED J. OLIVAS ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve a grant award from the State of Nevada Division of Emergency Management for the receipt of funds from the Department of Homeland Security (DHS) Grant, Federal Fiscal Year 2011 (FFY2011) Urban Area Security Initiative (UASI) in the amount of $100,000 to develop a multi-agency and multi-jurisdictional team that will provide management support to field operations for extended incidents - All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:

This subject grant award will provide the City's Fire Department with funding in the amount of $100,000 to continue its lead role in Southern Nevada for developing a multi-agency and multi-jurisdictional team that will provide management support to field operations for extended incidents that are highly complex in nature. The City of Las Vegas has been designated by the State of Nevada to administer this regional initiative.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Department of Homeland Security (DHS) Grant/FFY2011 Urban Area Security Initiative Award and Investment Justification (IJ) Budget Detail
2. Federal Assurances, Federal Certifications, Nevada Department of Public Safety Division of Emergency Management Grant Financial and Program Assurances, and Reobligation Guidelines
3. Investment Information - Investment #4

Brian Sandoval
Governor

Nevada Department of Public Safety

Chris Perry
Director

Christopher B. Smith
Chief

Division of Emergency Management
Homeland Security
2478 Fairview Drive
Carson City, Nevada 89701
Telephone (775) 687-0300 • Fax (775) 687-0322 • http://dem.state.nv.us/

November 2, 2011

Ms. Carolyn Levering, Emergency Manager
Las Vegas Emergency Management
500 N. Casino Center Blvd.
Las Vegas, NV. 89101

Dear ~~Ms. Levering~~ Carolyn,

The Division of Emergency Management is pleased to enclose a Federal Fiscal Year 2011 Urban Area Security Initiative (UASI) grant award in the amount of $100,000.00.

SNUC Incident Command $100,000.00

The grant performance period is September 1, 2011 – August 31, 2013. The grant performance period is a condition of this grant award. All grant expenditures and reporting must be completed by the end of the grant performance period to receive reimbursement.

Attached to your award is a copy of the approved budget. Please be aware that any modifications to the approved budget will require approval in advance from this Division through a "Project Change Request" form.

The federal and state assurances along with the grant award documents have been updated for the FFY 2011 grant cycle. Please review these documents carefully to ensure compliance. In addition to the updated award and assurances the Division of Emergency Management is providing a declining balance detailed budget for your use, which is now a requirement with the submission of each quarterly/monthly financial report. The declining balance detailed budget will be sent to each sub-grantee electronically.

Please sign the original award, confirmation copy and federal and state assurances and return the original grant award and the signed federal and state assurances to the Division of Emergency Management, 2478 Fairview Drive, Carson City, Nevada, 89701. Please retain the confirmation copy, budget and a copy of the assurances for your records.

If you have any questions or if we can be of any assistance with the administration of this grant, please do not hesitate to contact the Homeland Security Grant Section, Division of Emergency Management, at (775) 687-0300.

Sincerely,

Christopher B. Smith
Chief, Emergency Management Division

SWilliams

Enclosures

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY (DPS)
DIVISION OF EMERGENCY MANAGEMENT (DEM)
OFFICE OF HOMELAND SECURITY (OHS)

2478 Fairview Drive, Carson City, Nevada 89701
Telephone (775) 687-0300, Fax (775) 687-0322

Grant Award			
SUBGRANTEE:	**Las Vegas Emergency Management**	**CFDA / PROJECT NO:**	97067.11-U11
ADDRESS:	500 N. Casino Center Blvd.	**DEM DUNS:**	607025848
	Las Vegas, Nv. 89101	**SUB-GRANTEE DUNS:**	30381610
PROJECT TITLE:	Department of Homeland Security (DHS) Grant FFY11 - Urban Area Security Initiative (UASI)	**FEDERAL GRANT FUNDS:**	$100,000.00
GRANT PERIOD:	**9/1/2011 - 8/31/2013**	**MATCHING FUNDS:**	$0.00
Special Notes:		**TOTAL:**	$100,000.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
SNUC Incident Command		$100,000.00
TOTAL		**$100,000.00**

This award is subject to the requirements (federal, state financial and program assurances) established by the federal government and Department of Public Safety and the Division of Emergency Management. This award is subject to availability of federal funding.
Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s)
ATTACHMENTS: (1) FEDERAL & STATE ASSURANCES (2) FINANCIAL AND PROGRAM ASSURANCES (3) FEDERAL CERTIFICATIONS (4) SCOPE AND TIMELINE OF WORK (5) LINE ITEM DETAILED BUDGET.

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Christopher B. Smith, Chief	~~Carolyn Goodman, Mayor~~
Name and Title of Appointing Official	Name and Title of Appointing Official
X 11/4/11	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Form: DEM - FFY2011

Carolyn G. Goodman, Mayor

APPROVED AS TO FORM
James B. Lewis 12/13/11
Deputy City Attorney Date

ORIGINAL

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY (DPS)
DIVISION OF EMERGENCY MANAGEMENT (DEM)
OFFICE OF HOMELAND SECURITY (OHS)

2478 Fairview Drive, Carson City, Nevada 89701
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AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Christopher B. Smith, Chief	~~**Carolyn Goodman, Mayor**~~
Name and Title of Appointing Official	Name and Title of Appointing Official
X [signature] 11/4/11	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Form: DEM - FFY2011

Carolyn G. Goodman, Mayor

APPROVED AS TO FORM
[signature] 12/13/11
James B. Lewis
Deputy City Attorney Date

CONFIRMATION COPY

HOMELAND SECURITY GRANT PROGRAM (HSGP)
FFY11

INVESTMENT JUSTIFICATION (IJ) BUDGET DETAIL

IJ TITLE: Project Name: Southern Nevada Unified Command Incident Management Team Requested REV 052011

One Budget Per Funding Stream

UASI | R

Line #	CATEGORY	DETAIL DESCRIPTION	Purchase Type	Previous Funding Type	QTY	UNIT COST	TOTAL	AEL Ref #	Please Select Sub-Grantee Name: Funding Source	CLARK COUNTY	Grand Total
1	Personnel Contracts	Positions Require: How Many, Type, Max Amount of Time 12 mo, New, Existing & Description of Position. All personnel & contracts must be put under this category, please notate each line with planning, organization, training or exercise. Personnel Positions require 100% Full Time Equivalent	New	DHS Federal		-	$ -		UASI		$ -
2			Select Type				$ -		UASI		$ -
3			Select Type				$ -		UASI		$ -
4			Select Type				$ -		UASI		$ -
5	Planning		Select Type				$ -		UASI		$ -
6			Select Type				$ -		UASI		$ -
7			Select Type				$ -		UASI		$ -
8	Organization	Please see your grant guidance to determine the use of this category - NOT for operating costs, typically for increased threat level and/or fusion centers	Select Type				$ -		UASI		$ -
9			Select Type				$ -		UASI		$ -
10			Select Type				$ -		UASI		$ -
11			Select Type				$ -		UASI		$ -
12	Equipment	The complete sequence of Approved Equipment List (AEL) is required, please go to www.rkb.us for complete listing	Select Type						UASI		$ -
13		Reference Materials such as field guides for team members, "to - go kits"; also some Haz-Mat and CBRNE reference mateials.	Enhance	DHS Federal	1	1,000.00	$ 1,000.00	11RE-00-RFEX	UASI	$ 1,000.00	$ 1,000.00
14		Communications , Close range radio systems for IMT personnel to be able to communicate as a back-up system.	Enhance	DHS Federal	1	2,000.00	$ 2,000.00	06CP-01-PORT	UASI	$ 2,000.00	$ 2,000.00
15		Field incident management materials.The addition to and further build of electronics and computer systems we have purchased with funding in the past. To allow for better wire-less and Air card applications.	Enhance	DHS Federal	1	7,000.00	$ 7,000.00	04AP-05-CDSS	UASI	$ 7,000.00	$ 7,000.00
16			Select Type				$ -		UASI		$ -
17			Select Type				$ -		UASI		$ -
18	Training	All Training in this category must be coordinated with the State/UASI Training Officer, Training Must have a FEMA/DHS approved course number or must be approved under the three-iteration rule	Select Type				$ -		UASI		$ -
19		Position Specific ICS Planning Secton Chief Training, This will serve over 30 people from all over the state, in both public and private sectors and tribal. Special Conditions pls coordinate with State TO	Enhance	DHS Federal	1	15,000.00	$ 15,000.00		UASI	$ 15,000.00	$ 15,000.00
20		Operatons Section Chief Specific ICS Training, This will serve over 40 people from all over the stated and tribal personnel. Special Conditions pls coordinate with State TO	Enhance	DHS Federal	1	15,000.00	$ 15,000.00		UASI	$ 15,000.00	$ 15,000.00
21		ICS IMT Workshop to employ KSA's gained in IMT PS Training and challenge the team. This will serve over 50 people and from all over the state and both public and private sector and tribal. Special Conditions pls coordinate with State TO	Enhance	DHS Federal	1	60,000.00	$ 60,000.00		UASI	$ 60,000.00	$ 60,000.00
22							$ -		UASI		$ -

HOMELAND SECURITY GRANT PROGRAM (HSGP)
FFY11

INVESTMENT JUSTIFICATION (IJ) BUDGET DETAIL

IJ TITLE: Project Name: Southern Nevada Unified Command Incident Management Team Requested REV 052011

One Budget Per Funding Stream

UASI R

Please Select Sub-Grantee Name

Line #	CATEGORY	DETAIL DESCRIPTION	Purchase Type	Previous Funding Type	QTY	UNIT COST	TOTAL	AEL Ref #	Funding Source	CLARK COUNTY	Grand Total
23			Select Type				$ -		UASI		$ -
24	Exercise	All Exercises must be HSEEP compliant and coordinated with the State/UASI Exercise Officer	Select Type				$ -		UASI		$ -
25			Select Type				$ -		UASI		$ -
26			Select Type				$ -		UASI		$ -
27			Select Type				$ -		UASI		$ -
							$ 100,000.00			$ 100,000.00	$ 100,000.00

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. Administrative Requirements 44 CFR, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 2 CFR, Part 215, Institutions of Higher Education, Hospital and other Non-Profit Organizations. Cost Principles, 2 CFR, Part 225, State and Local Governments, 2 CFR, Part 220, Educational Institutions, 2 CFR, Part 230 Non-Profit Organizations and Federal Acquisitions Regulations Sub-part 31.2, Contracts with Commercial Organizations. In addition, the applicant assures and certifies that:

I. 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 as may be required.

II. 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.

III. 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.)

IV. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

V. 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.

VI. 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.

VII. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

VIII. 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.

IX. 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.

X. Environmental and Historic Preservation Compliance. FEMA is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its Environmental and Historic Preservation (EHP) Program, engages in a review process to ensure that FEMA-funded activities comply with various Federal laws including National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

a. Any project with the potential to impact EHP resources (see Section E.8) cannot be initiated until FEMA has completed its review. The sub-grantees shall provide any information requested by FEMA to ensure compliance with applicable Federal EHP requirements.

b. Grantees may be required to provide detailed information about the project, including the following: location (street address or map coordinates); description of the project including any associated ground disturbance work, extent of modification of existing structures, construction equipment to be used, staging areas, access roads, etc.; year the existing facility was built; natural, biological, and/or cultural resources present in the project vicinity; visual documentation such as site and facility photographs, project plans, maps, etc; and possible project alternatives. For certain, types of projects, FEMA must consult with other Federal, state and local agencies such as the U.S. Fish and Wildlife Service, State Historic Preservation Offices, and the U.S. Army Corps of Engineers, as well as other Federal, State, Local and Tribal Nations agencies and organizations responsible for protecting natural and cultural resources.

c. For projects with the potential to have significant adverse effects on the environment and/or historic properties, FEMA's EHP review and consultation may result in a substantive agreement between the involved parties outlining how the sub-grantee will avoid the effects, minimize the effects, or, if necessary, compensate for the effects. Because of the potential for significant adverse effects to EHP resources or public controversy, some projects may require an additional assessment or report, such as an Environmental Assessment, Biological Assessment, archaeological survey, cultural resources report, wetlands delineation, or other document, as well as a public comment period.

d. Sub-grantees are responsible for the preparation of such documents, as well as for the implementation of any treatment or mitigation measures identified during the EHP review that are necessary to address potential adverse impacts.

e. Failure of the sub-grantee to meet Federal, State, and local EHP requirements, obtain applicable permits, and comply with any conditions that may be placed on the project as the result of FEMA's EHP review may jeopardize Federal funding.

XI. It will comply, and assure the compliance of all its sub-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.

XII. 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.

XIII. It will comply, and all its sub-grantee and 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.

XIV. Services to limited English proficient (LEP) persons. Recipients of FEMA financial assistance are required to comply with several Federal civil rights laws, including Title VI of the Civil Rights Act of 1964, as amended. These laws prohibit discrimination on the basis of race, color, religion, natural origin, and sex in the delivery of services. National origin discrimination includes discrimination on the basis of limited English proficiency.

a. To ensure compliance with Title VI, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

b. The sub-grantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. For additional information, see http://www.lep.gov. Integrating individuals with disabilities into emergency planning. Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination against people with disabilities in all aspects of emergency mitigation, planning, response, and recovery by entities receiving financial funding from FEMA.

c. Executive Order #13347, entitled "Individuals with Disabilities in Emergency Preparedness" signed in July 2004, requires the Federal Government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.

d. Executive Order 13347 requires the Federal government to, among other things, encourage consideration of the needs of individuals with disabilities served by State, local, and tribal governments in emergency preparedness planning.

e. FEMA has several resources available to assist emergency managers in planning and response efforts related to people with disabilities and to ensure compliance with Federal civil rights laws:
Guidelines for Accommodating Individuals with Disabilities in Disaster: The Guidelines synthesize the array of existing accessibility requirements into a user friendly tool for use by response and recovery personnel in the field.

i. Guidelines are available at, http://www.fema.gov/oer/reference/

ii. Disability and Emergency Preparedness Resource Center: A web based "Resource Center" that includes dozens of technical assistance materials to assist emergency managers in planning and response efforts related to people with disabilities can be found at, http://www.disabilitypreparedness.gov

iii. Emergency Planning for Persons with Disabilities and Special Needs: http://www.LLIS.gov

XV. 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.

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

XVII. 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.

XVIII. Compliance with the National Energy Conservation Policy and Energy Policy Acts. In accordance with the 2008 DHS Appropriations Act, all FY 2008 grant funds must comply with the following two requirements:

a. None of the funds made available through shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et. Seq.), or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).

b. None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992 (42 USC13212).

XIX. HSPD-5 requires that Federal agencies tie Federal preparedness funding eligibility directly to progress on **NIMS implementation**. Inability to demonstrate compliance with required NIMS implementation activities could affect Federal preparedness funding at any level of government – state agency, county, local jurisdiction or department. Those receiving, or planning to receive, Federal preparedness funding from any Federal sources should examine the applicable grant guidance to determine eligibility requirements.

VICTIMS PROTECTION ACT OF 2000

XX. Implements section 106(g) of the trafficking Victims Protection Act of 2000 (TVPA) as amended (22 U.SC. 7104 (g).

CLASSIFIED NATIONAL SECURITY INFORMATION

XXI. "Classified national security information" as defined in the Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

TRANSPARENCY ACT

XXII. As of October 1, 2010, all Federal agencies are to initiate sub-award reporting pursuant to P.L. 109-282 of the Federal Funding Accountability and Transparency Act. This includes an implementation policy to require the collection and reporting on sub-award data, improvement to the data quality of Federal Awards and enhancement of technological capabilities of the USAspending.gov.

As the duly authorized representative of the applicant for, FFY11, 97067.11-M11, City of Las Vegas, Metropolitan Medical Response System, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

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

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.

I. LOBBYING

1. 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.
   - **d.** 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 the Federal awarding agency. Under this Federal certifications section, (I) Lobbying, section d this clause is considered a special condition.

II. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

1. 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
2. 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.

III. DRUG-FREE WORKPLACE (SUB-GRANTEES OTHER THAN INDIVIDUALS)

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

1. 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 Sub-grantees 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
     - **i.** The dangers of drug abuse in the workplace;
     - **ii.** The Sub-grantees policy of maintaining a drug-free workplace;
     - **iii.** Any available drug counseling, rehabilitation, and employee assistance programs; and
     - **iv.** 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
     - **i.** Abide by the terms of the statement; and
     - **ii.** 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 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 with respect to any employee who is so convicted
     - **i.** 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
     - **ii.** 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.

IV. NON-SUPPLANTING CERTIFICATION

This certification affirms that grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or sub-grantees may be required to supply documentation certifying that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

VICTIMS PROTECTION ACT OF 2000

V. Implements section 106(g) of the trafficking Victims Protection Act of 2000 (TVPA) as amended (22 U.SC. 7104 (g).

CLASSIFIED NATIONAL SECURITY INFORMATION

VI. "Classified national security information" as defined in the Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

TRANSPARENCY ACT

VII. As of October 1, 2010, all Federal agencies are to initiate sub-award reporting pursuant to P.L. 109-282 of the Federal Funding Accountability and Transparency Act. This includes an implementation policy to require the collection and reporting on sub-award data, improvement to the data quality of Federal Awards and enhancement of technological capabilities of the USAspending.gov.

As the duly authorized representative of the applicant for, FFY11, 97067.11-M11, City of Las Vegas, Metropolitan Medical Response System, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

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

NEVADA DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
GRANT FINANCIAL AND PROGRAM ASSURANCES

These assurances are to specify the requirements for State, Local, Indian Tribal Governments, higher education, hospitals, and other non-profit organizations while performing the administrative functions for any Federal grant funds. The applicant hereby assures compliance with the following conditions as part of the Notice of Grant Award:

I. FEDERAL SINGLE AUDIT

1. Sub-grantees shall comply with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the sub-grantee must have an annual audit conducted in accordance with OMB Circular A-133 if the sub-grantee expends more than $500,000 from Federal Awards. If the sub-grantee has expended more than $500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the Nevada Department of Public Safety for review within the earlier of 30 days after receipt of the auditor's report(s), or 13 months after the end of the audit period, unless a different period is specified in a program-specific audit guide. Unless restricted by law or regulation, the auditee shall make report copies available for public inspection.
   a. Required documentation for the performance of internal audits must be provided to the Division of Emergency Management (DEM) upon request within 30 days. Grant closeout is contingent upon the DEM audit and resolution of any discrepancies. Any non-submission of required internal audit documentation could result in the delay or non-payment of reimbursement requests, the deobligation of remaining Federal funds and/or jeopardize your eligibility to receive further Federal funding through DEM.
2. Sub-grantees who expend less than the required $500,000 under the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), which is incorporated into this agreement by reference, will provide to the State of Nevada Department of Public Safety uncertified financial statements, (financial statements without the opinion of an independent external auditor) including notes and a schedule of expenditures of Federal awards for sub-grantees fiscal year end, signed by the Sub-grantees executive management within the earlier of 30 days after receipt of the financial report(s), or nine months after the end of the reporting period.
3. Grant revenue and expenditure records and supporting documentation must be maintained and made available upon request by the State Division Internal Audit, Legislative Council Bureau and the DEM or any other entity as required by law to audit the sub-grantee. The sub-grantees are required if requested to respond to auditors inquiries, as required by the State of Nevada Administrative Manual (SAM) 3000, http://nevadabudget.org/index.php/publications/sam/18-3000

II. FISCAL RESPONSIBILITY

1. Financial management must comply with the requirements of OMB Circular A-102 or 2 CFR, Part 215 (*A-110*), whichever is applicable to sub-grantees organization, and which are incorporated into these assurances by reference.
2. All grant expenditures are to be reasonable and allowable in accordance with 2 CFR, Part 220 (*A-87*), 2 CFR, Part 225 (*A-122*) or 2 CFR, Part 230 (*A-122*), whichever is applicable to your organization, and which are incorporated into these assurances by reference.
3. Payment made by the DEM to the sub-grantee shall be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete reimbursement and match supporting documentation to be submitted by the sub-grantee. All payments will be contingent upon receipt of all fiscal and programmatic reports required of the sub-grantee under these assurances.

a. Supporting documentation shall include, but is not limited to, invoices, documented program/project deliverables, travel claims, payment vouchers, proof of payment (clearing documents), payroll reports, staffing/volunteer timesheets, contracts, bid/procurement process documentation, lease agreements, agendas, meeting attendance documentation, training documentation, After Action Reports (AAR), Authorized Equipment Lists (*AEL*), Central Contractor Registry (CCR), Excluded Parties Listing (*EPLS*) and must be cross-referenced to approved budgets.

b. All equipment requested must be on the approved equipment list (*AEL*) (using the most current AEL from grant year and grant program that you are requesting/expending grant funds, please see www.rkb.us). The DEM will not reimburse for any equipment purchased which is not identified on the AEL list and/or not on the approved Budget Detail Matrix.

4. The sub-grantee is aware of and shall comply with the cost-sharing requirements of the Federal grant program (if applicable).
   a. Match supporting documentation must be kept in the same manner as reimbursement supporting documentation for grant funds and meet the following criteria for costs to be eligible as match:
      1. The costs must be allowable under the grant program.
      2. The costs must be in compliance with all Federal requirements and regulations (*i.e., 44 CFR, Part 13 and 2 CFR, Part 215, Part 225, Part 230 and OMB Circular A-102 as applicable to your organization*).
      3. The costs must be reasonable, allowable, allocable, and necessary.
      4. The following documentation is required for third-party cash and in-kind contributions, but is not limited to: Record of donor; Dates of donation; Rates for staffing, equipment or usage, supplies, etc.; Amounts of donation; and Deposit slips for cash contributions. According to 44 CFR § 13.24, this documentation is to be held at the applicant and sub-applicant level.
      5. Except as provided by Federal statute, a cost sharing or matching requirement may not be met by costs borne by another Federal grant or Federal funding.
      6. The source of the match funds must be identified in the grant application.
      7. Every item must be verifiable, i.e., tracked and documented.
      8. Any claimed cost share expense can only be counted once.
5. Sub-grantees will comply with the FEMA/Grant Programs Directorate policy regarding the use of preparedness grant funding for sustainment costs. Grant funds may be used to cover only those maintenance agreements, user fees, and other sustainment costs provided during the grant performance period in which the device was purchased.
6. Sub-grantees may not use future year preparedness grant funding to pay for additional agreements and user fees, please refer to IB 336. All ongoing expenses after the performance period has expired are the responsibility of the grantee/sub-grantee and will not be paid for with FEMA preparedness grant funding.
   a. Sub-grantees may use FEMA preparedness grant funding to pay for maintenance agreements, user fees, and other sustainment costs as long as:
      1. The equipment was purchased with FEMA preparedness grant funding.
      2. The sustainment costs fall within the performance period of the grant that was used to purchase the equipment.
   b. Sustainment costs are eligible under the equipment category unless the equipment is M&A related (grants management equipment).

III. FISCAL REPORTING RESPONSIBILITY

1. Quarterly financial reports (QFR) with supporting documentation shall be submitted to the DEM within 30 days, but no later than 45 days following the close of each quarter of the sub-grant period. A QFR is required every quarter regardless if the QFR equals a zero dollar amount. The final financial report must be submitted to the DEM no later than 60 days following the end of the grant performance period. Late reports, unless approved by the DEM, could delay reimbursement or result in non-payment of the claim. All forms used for reporting are provided by the DEM. Reimbursement will be made by the DEM in a first come first serve basis. Every effort will be made by the DEM to ensure reimbursements will be made timely. The submission of inaccurate or incomplete information with unapproved reporting documentation and/or templates will result in the rejection of the quarterly report.
   As applicable for grant programs, reports consist of, but are not limited to:
   a. Division of Emergency Management Quarterly Financial Report
   b. Quarterly Progress Summary
   c. Program Narrative
   d. Approved Detailed Budget (or approved Vulnerability Reduction Purchase Plan, VRPP)
   e. Quarterly Project Plan/Work Plan (*EMPG*).
   f. Compliance with HSGP Reobligation Guidelines (effective August 18, 2011). Please see attached for the complete copy of the Guidelines.
2. 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. All requests must be submitted to the DEM on the approved Project Change Request form. The Project Change Request form must be accompanied by, but is not limited to, a Revised Budget Detail Matrix and written justification.

IV. FUNDS MANAGEMENT

1. The sub-grantee must maintain funds received under these assurances in separate ledger accounts and cannot mix these funds with other sources. The sub-grantee must manage funds according to applicable Federal regulations for administrative requirements, costs principles and audits.
2. The sub-grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained include, but are not limited to: Financial Management, Procurement, Personnel, Equipment, Property and Travel.
3. A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.
4. The sub-grantee must follow the Department of Public Safety, Division of Emergency Management Contracting and Procurement Grant Guidance dated April 19, 2011. The sub-grantee must follow CFR 44 Part 13 section 4, regarding sole source procurement. All sole sourcing requests over $100,000 must be approved prior to procurement or a sub-grantee contractual agreement. The approval must be issued by the SAA and FEMA/DHS.

V. PROGRAM RESPONSIBILITY

1. Quarterly program reports with supporting documentation shall be submitted to the DEM within 30 days, but no later than 45 days following the close of each quarter of the grant performance period. The final Program Report must be submitted to the DEM no later than 60 days following the end of the grant period. Late reports, unless approved by the DEM, could delay reimbursement. Late reports, unless approved by the DEM, could result in non-payment of the claim. All forms used for reporting are provided by the DEM. The submission of inaccurate or incomplete information and unapproved documentation will result in the rejection of the Quarterly final report.
   As applicable for grant programs, reports consist of, but are not limited to:
   a. Division of Emergency Management Quarterly Financial Report
   b. Quarterly Progress Summary
   c. Program Narrative
   d. Approved Detailed Budget
   e. Quarterly Project Plan
2. A completed Project Plan form shall be submitted to DEM prior to issuance of any sub-grant.
   a. The project plan must clearly document all individual projects, milestones, tasks, deliverables and

timelines and must support and be traceable to the approved Budget Detail Matrix and the Federally approved Investment Justification.

b. Late submission could result in delay of reimbursement, and failure to comply could result in non-payment of reimbursement claims.

3. The Program Narrative for exercises shall address the following required elements of the Nevada Exercise Program (*contact the DEM for the Nevada Exercise Program instructions if applicable to your program*): All training funded by DHS grants must be pre-approved by the State DEM Training Officer. Requests for the use of Homeland Security Grant Program (HSGP) funding in support of training programs/and or individual requests must be coordinated and approved by: Your local jurisdiction, your county (Emergency Manager) or designated Training Coordinator, the State Administrative Agency(SAA) Nevada Division of Emergency Management and the SAA Training Point of Contact (TPOC). The jurisdiction/ or individuals must obtain this approval prior to any commitment for any requested training utilizing Homeland Security funds. Detailed instruction and forms are attached.

a. Annual participation in the Training and Exercise Plan Workshop (TEPW) to collaborate with all agencies in the development, planning and implementation of the Multi-Year Exercise and Training Plan (MYTEP) regarding training and exercise types, dates, locations, target capabilities, and/or Federal funding.

b. Each county-level jurisdiction will identify a National Exercise Schedule (NEXS) point of contact that will serve as the Exercise Scheduler. The county-level Scheduler will be responsible for the submission of all required exercise information to the NEXS website. This requires approval by the State Exercise Officer.

c. Electronic submission of the AAR/IP to the DEM within 60 days of the conduct of the exercise utilizing the DHS-approved format and process.

1. One hard copy of the AAR/IP shall be submitted to the DEM Exercise Training Officer and one electronic copy of AAR/IP shall be submitted via the DHS Secure Portal in the Nevada Folder with an email notifying in writing the State of Nevada Exercise Training Officer of the submission.

VI. EQUIPMENT MANAGEMENT

Effective control and accountability must be maintained for all equipment acquired with Federal funds. The sub-grantee must adequately safeguard all such equipment and must assure that it is used solely for authorized purposes as described in the guidance. The sub-grantee will use, manage, and dispose of such property in accordance with 44 CFR, Part § 13.32.

1. As required by 44 CFR Ch I, § 13.32 Equipment, the DEM, for compliance monitoring purposes as policy for all state agency sub-grantees equipment/asset management internal controls/policies and procedures will follow the regulatory compliance of the Nevada State Administrative Manual 1544.0, NRS 354.625 and NRS 333.220, which applies a state mandated $1,000.00 per unit threshold.

2. As required by 44 CFR Ch I, § 13.32 Equipment, all other Local, Indian Tribal Governments, higher education, hospitals, and other non-profit sub-grantees for compliance monitoring purposes as policy will follow the regulatory compliance of 44 CFR Ch I, § 13.32 which applies a Federally mandated $5,000.00 per unit threshold.

3. Accurate records maintained on all acquisitions and dispositions of property acquired with Federal awards.

4. Federally funded equipment records must contain description (including serial number or other identification number), source, who holds title, acquisition date and cost, percentage of Federal participation in the cost, location, condition, and disposition data.

5. Property tags are placed on equipment.

6. At a minimum, a physical inventory of the Federally funded property must be taken and reconciled with the property records at least once every two years in accordance with 44 CFR, Part § 13 or by jurisdictional regulation or guidance.

7. Procedures established to ensure that the Federal awarding agency is appropriately reimbursed for dispositions of property acquired with Federal awards.

a. When the equipment is no longer needed, the grantee or sub-grantee will request disposition instructions from the Federal agency through the SAA

b. Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency, however when ever possible the equipment should be retained and used or transferred to be used within the same general scope of work which it was originally paid under.

c. Items of equipment with a current per unit fair market value in excess of $5,000 may be retained or sold and the Federal awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's share (*the Federal percentage of participation*) of the equipment.

8. Policies and procedures in place for responsibilities of recordkeeping and authorities for disposition.

VII. SUB-GRANTEE MONITORING

The sub-grantee agrees to participate in DEM's annual monitoring visits and to follow up and take corrective action on all identified non-conformances and observations with action, which includes, but is not limited to, the submission and implementation of corrective action plans to the DEM.

1. The sub-grantee is responsible for follow-up and corrective action on all non-conformances and observations with action from the DEM.
2. The sub-grantee shall prepare a corrective action plan(s) for identified non-conformances and observations with action.
3. The sub-grantee will implement the approved corrective action plan(s) for non-conformances and observations with action.

VIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

1. Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the 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.
2. Whenever possible equipment, real property, public service announcements, etc., should reflect, "made possible by the Nevada Department of Public Safety Division of Emergency Management and paid for by FEMA/DHS."

IX. INDEMNIFICATION

1. Sub-grantee agrees to indemnify, save and hold the state, its agents and employees harmless from any and all liability, claims, actions, damages, losses, and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts of omissions of this agreement by sub-grantee, its agents or employees.

X. CONFIDENTIALITY OF RECORDS

1. If this grant funds any form of written or visual material that identifies employees of the DEM, prior approval must be obtained from the DEM before publishing or finalization.

XI. ASSIGNMENT AND DELEGATION

1. The 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, which includes sub-sub granting funds without prior knowledge or approval of DEM.

XII. DEBARMENT CERTIFICATION

1. The sub-grantee agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions".

XIII. CONTRACTORS

1. The sub-grantee may enter into a written contract(s) for products and/or services pertaining to its functions under the grant award in accordance with terms established in the State of Nevada procurement policy, OMB Circulars, the DHS Financial Management Guide, and the DHS Program Guides.
2. The sub-grantee agrees and understands that no contract or agreement that the sub-grantee enters into with respect to performance under the grant award shall in any way relieve the sub-grantee of any responsibilities for performance if its duties.
3. The sub-grantee must follow the Department of Public Safety, Division of Emergency Management Contracting and Procurement Grant Guidance dated April 19, 2011. The sub-grantee must follow the CFR 44 Part 13 section 4, regarding sole source procurement. All sole sourcing requests over $100,000 must be approved prior to procurement or a sub-grantee contractual agreement. The approval must be issued by the

SAA and FEMA/DHS.

XIV. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

1. The Department of Homeland Security released the National Incident Management System (NIMS) as required by Homeland Security Presidential Directive (HSPD) 8 Management of Domestic Incidents and Preparedness. HSPD-5 established and designated the National Integration Center (NIC) Incident Management Systems Division as the lead Federal entity to coordinate NIMS compliance.
2. To be eligible to receive grant funding, applicants must meet NIMS compliance requirements. State, Territory, Tribal, and local governments are considered to be in full NIMS compliance if they have adopted and/or implemented compliance activities, as determined by the National Incident Management System Capability Assessment Support Tool (NIMSCAST) or other accepted means. Additional information on achieving compliance is available at http://www.fema.gov/emergency/nims/

XV. APPLICABLE FEDERAL REGULATIONS

The sub-grantee must comply with the Office of Management and Budget *(OMB)* Circulars and other Federal guidance including but not limited to:

1. Grant Program Guidance issued by the U.S. Department of Homeland Security, at http://www.fema.gov/government/grant/index.shtm
2. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at http://www.whitehouse.gov/omb/circulars_a133/
3. OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments, at http://www.whitehouse.gov/omb/circulars_a102/
4. 2 CFR, Part 215, Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals, and other non-profit organizations (*OMB A–110*), at http://www.whitehouse.gov/omb/assets/omb/circulars/a110/2cfr215-0.pdf
5. 2 CFR, Part 220, Cost Principles for Educational Institutions (*OMB A-21*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a21.pdf
6. 2 CFR, Part 225, Cost Principles for State, Local, and Indian Tribal Governments (*OMB A–87*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a87.pdf
7. 2 CFR, Part 230, Cost Principles for Non-Profit Organizations (*OMB A–122*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a122.pdf
8. 44 CFR, Part 13, Emergency Management and Assistance, at http://www.access.gpo.gov/nara/cfr/waisidx_08/44cfr13_08.html
9. U.S. Department of Homeland Security Authorized Equipment List (AEL) available at https://www.rkb.us/mel.cfm?subtypeid=549

XVI. Environmental Historical Preservation (EHP)

The all sub-grantees will follow the EHP requirements set forth by the Federal granting agency. The sub-grantee will not undertake any project having the potential to impact Environment and Historical Preservation (EHP) resources without the prior written approval of the Federal granting agency, including but not limited to ground disturbance, construction, modification of structures, and purchase and use of sonar equipment. Sub-grantees must comply with all conditions placed on the project as a result of the EHP review. Any change to the approved project scope of work will require a re-evaluation for compliance with these EHP requirements.

Any construction or renovation activities defined by the SAA's office that have been initiated without the necessary EHP review and approval will result in a non-compliance funding and will not be eligible for Federal funding.

Construction includes the following and requires EHP approval:

1. Training and Exercises
2. Purchase of Equipment
3. Physical Security Enhancements

4. Renovation/Upgrades, Modifications to exiting structures (which include drywall, paint, carpet or any modifications to existing structure etc.)
5. New Construction or New Additions
6. Communication Towers and related equipment, equipment shelters
7. Other activities that may apply under the EHP section

Please see the link provided for IB 371 Environmental Historical Review Process http://www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.docx

XVII. TERMINATION

The DEM retains the right to terminate this sub-grant, for cause, at any time before completion of the grant period when it has determined that the sub-grantee has failed to comply with the conditions of these assurances.

1. The DEM reserves the right to terminate the grant in whole or in part due to the failure of the sub-grantee to comply with any term or condition of the signed and agreed upon assurances, failure to implement audit/monitoring recommendations within the prescribed period of time, failure to communicate with or respond to any State Administrative Agency (SAA) request or communication, to acquire and maintain all required insurance policies, bonds, licenses, permits and certifications or to make satisfactory progress in performing the program, financial and administrative requirements of the grant.
2. The DEM staff shall provide written notice of the termination and the reasons for such actions to the sub-grantee.
3. The DEM may, upon termination of the award, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under the award. The sub-grantee shall be liable to the DEM for any excess costs incurred by the DEM in procuring materials or services in substitution for those due from the sub-recipient.

As the duly authorized representative of the applicant for FFY11, 97067.11-M11, City of Las Vegas, Metropolitan Medical Response System, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME:_____ TITLE:_____

SIGNATURE:_____ DATE:_____

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

Reobligation Guidelines

Purpose

The purpose of these guidelines is to ensure that the Nevada Commission on Homeland Security (NCHS), State Administrative Authority (SAA) and subgrantees of Homeland Security Grant Programs (HSGP) provide for the best utilization of grant resources when cost savings or cost shortfalls are realized during a grant performance period.

1. Performance Period

Effective with the FFY10 HSGP grant cycle, the performance period for each subgrant will be 24 months to allow for adequate time to obligate HSGP funds as necessary. The SAA may modify performance periods based on the requirements of future grant guidance.

Extensions to the subgrant performance period will be approved by the SAA. The subgrantee must provide a written request for extension to the SAA at least one (1) month prior to the end of the subgrantee performance period. If the grant extension is denied, the grant funds will be deobligated.

2. Project Change Requests

All Project Change Requests must be submitted to the SAA using the approved Project Change Request form. The completed Project Change Request forms must be submitted to the SAA at dhsgrants@dps.state.nv.us.

All Project Change Requests will be reviewed by the SAA to ensure that the change(s) requested is compliant with federal grant guidance. Once the SAA makes its determination that the Project Change Request complies with federal grant guidance, the request will be handled as follows:

A. Project Change Requests Approved by SAA:

   i. Any request for reobligation of funding within an existing approved budget that does not exceed $100,000, may be approved by the SAA, if the Project Change Request is clearly within federal grant guidance.

B. Project Change Requests Approved by NCHS:

   i. Any request for reobligation of funds that exceeds $100,000 will be reviewed by the NCHS. The NCHS will provide a recommendation to the Governor for

reobligation of funding and notify DEM of the recommendation.

ii. Any request for the redirect of funds that is inconsistent with the approved Investment Justification or which is considered a change in scope will be submitted to the NCHS and/or Finance Committee for review. The NCHS and/or Finance Committee will provide a recommendation to the Governor for reobligation of funding and notify DEM of the recommendation.

iii. Any deobligated funding that exceeds $100,000 will be submitted to the NCHS for review. The NCHS will provide a recommendation to the Governor for reobligation of funding and notify DEM of the recommendation.

DEM, at their own discretion, may defer to the NCHS and/or the Finance Committee on any Project Change Request subject to DEM approval.

3. Request for Additional Grant Funding

A sub-grantee seeking additional funding (de-obligated funds) must submit the request to the SAA on the approved forms at dhsgrants@dps.state.nv.us.

A request for additional funding must include:

A. A written justification explaining, at a minimum, the following:

i. Impact of non-completion the project in the originally approved budget;
ii. Explanation as to why the redirect of funds was not addressed in the original investment or another related investment, if applicable;
iii. Benefit to the state's overall capabilities by approving the requested redirect of funds;
iv. Anticipated timeline to complete proposed project, inclusive of milestones and anticipated deliverables; and
v. Impact of not approving the request to redirect of funds;

B. A copy of the original budget; and

C. A copy of a detailed line-item budget demonstrating the subgrantee's intended use of the funds if the redirect of funds is approved.

The SAA will review the request to ensure compliance with federal grant guidance. The SAA will forward a report of compliance to the NCHS.

4. Restrictions

Reobligation of funds will not be approved by the SAA or the NCHS if the request includes, but is not limited to, any of the following restrictions:

1. Non-compliance with federal guidance;
2. Supplanting;
3. Misappropriation of funds;
4. Commingling of funds;
5. Denial by the Department if Homeland Security;
6. Inability for projects to be completed within the remaining performance period; or
7. Non-conformance with the goals and priorities of the NCHS.

5. Time Sensitive

Federal law mandates that unspent federal funds be returned to the federal government at the end of the grant performance period. In the event that unspent funds exist and there is insufficient time in the grant performance period to reconvene the NCHS and Finance Committee, the SAA in its sole discretion, may reobligate grant funding within the scope of the approved Investment Justification.

In the event that the SAA reobligates time sensitive funding, the reobligation of funds will be placed as an informational item on the agenda of the next regularly scheduled meeting of the NCHS.

Brian Sandoval
Governor

Nevada Department of Public Safety

Chris Perry
Director

Christopher B. Smith
Chief

Division of Emergency Management
Homeland Security
2478 Fairview Drive
Carson City, Nevada 89701
Telephone (775) 687-0300 • Fax (775) 687-0322 • http://dem.state.nv.us/

The Nevada Department of Public Safety, Division of Emergency Management (DEM) is committed to providing the Nevada emergency management community, emergency response professionals, volunteers, and the private sector with the means to produce quality exercises that improve the preparedness of the State of Nevada, its citizens and resources. This is accomplished through the use of a State-wide exercise program: the Nevada Exercise Program (NEP), which includes standardized policies, processes, products, and assistance in all aspects of exercises. The NEP is an all hazard, multi-discipline, multi-jurisdictional program that utilizes a building-block approach with exercises of increasing complexity and scope.

Exercises validate capabilities of individuals, teams, organizations and communities to prevent, protect, respond to, and recover from the effects of all emergency/disaster events. In order to successfully accomplish the validation of capabilities exercises need to have consistent processes for development, conduct, and evaluation. The Homeland Security Exercise and Evaluation Program (HSEEP) provides this consistency. All exercises conducted in Nevada, utilizing Federal grant funds, are required to adopt the principles and guidance provided in HSEEP.

Additionally, all exercises must be National Incident Management System (NIMS) compliant by meeting the following three criteria:

- Incorporate NIMS/ICS into training and exercises.
- Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.
- Incorporate corrective actions into preparedness response plans and procedures.

NEP COMPONENTS

The NEP consists of seven components: 1) ***Training and Exercise Plan Workshop,*** 2) Exercise ***Scheduling***, 3) Standardized ***Process*** and Documents, 4) ***Reporting***, 5) ***Corrective Action***/Tracking, 6) ***Technical Assistance***, and 7) Exercise ***Training*** Curriculum. Each component is dependent on each other and ties in and supports the State of Nevada Strategic Plan, which in turn supports the National Strategy and Priorities.

Training and Exercise Plan Workshop. Each year the annual Training and Exercise Plan Workshop (T&EPW) will be conducted for all local jurisdictions, State and Federal agencies, and the private sector to identify training and exercise activities for the subsequent three years that support the State Strategy which in turn support the National Priorities. Prior to the T&EPW an Improvement Planning Conference is conducted to review the previous year's exercise and actual disaster events' After Action Report / Improvement Plan (AAR/IP) for areas that identify modifications to the State Strategy and any shifts in designated Target Capabilities.

A T&EPW Read Ahead Package is sent to participating jurisdictions, agencies and private sector participants to ensure that participants are prepared to address required information regarding training and exercise activities, targeted dates, associated costs, and identified Target Capabilities. The resulting Multi-Year Training and Exercise Plan (MYTEP) is produced, distributed, and periodically updated as modifications require.

Exercise Scheduling. All exercises conducted in Nevada must be entered into a national database of exercises utilizing the National Exercise System (NEXS), an internet-based software program that captures basic statistical information. Each county-level jurisdiction will identify a NEXS point of contact who will serve as the Exercise Scheduler. The Scheduler has the ability to create new exercises as well as modify and delete any exercise they create in the database. They will also have "view-only" capability for any exercise within their Exercise Administrative Authority (EAA's) domain: in this case, the State of Nevada. Exercise Schedulers can register at the U.S. Department of Homeland Security, Federal Emergency Management Agency USDHS/FEMA HSEEP homepage at https://hseep.dhs.gov/.

Each state will also have a State Exercise Administrative Authority (EAA) who has access authority over all exercises, users, and Exercise Schedulers within their scheduling domain (State of Nevada). The EAA is the Domain's approving authority prior to an exercise appearing in the National Exercise Schedule Database. The EAA can create, modify and delete any exercise data on the National Exercise Schedule.

Standardized Process and Documents. All exercises conducted in Nevada must follow the standardized process and guidance of the HSEEP. HSEEP provides exercise documents/document formats and samples, planning conferences, and exercise concepts in all phases of an exercise (concept, design and development, conduct, evaluation, and follow-up corrective actions and tracking). The one single exercise document that must follow a prescribed format with a specified content and process is the AAR/IP.

Exercise guidance is provided in the form of HSEEP Manuals (HSEEP Volume I: Exercise Program Overview and Management; Volume II: Exercise Planning and Conduct; Volume III: Exercise Evaluation and Improvement Planning; and Volume IV: Templates and Samples) which can be accessed from the HSEEP homepage at https://hseep.dhs.gov/.

Exercise Reporting. All operations- and discussion-based exercises will result in an exercise After Action Report (AAR) within 60 days following the conduct of the exercise. The AAR will identify areas of success and areas requiring improvement describing the issue, analysis, any recommendations utilizing the Exercise Evaluation Guides (EEGs) of the 37 Target Capabilities List (TCL) as the basis for evaluation. The AAR format will follow guidance identified in HSEEP Manuals. The AAR will include an Improvement Plan (IP) as part of the AAR (see next section). One hard copy of the AAR/IP shall be submitted to the DEM Exercise Training Officer and one electronic copy of the AAR/IP shall be submitted via the Corrective Action Program System (CAPS) in the Nevada Folder with an email notifying the State of Nevada Exercise Training Officer of the submission. All AARs will be reviewed for HSEEP formatting compliance and forwarded to USDHS/FEMA as a condition for meeting minimum Federal grants and programs requirements.

Corrective Action/Tracking. As an annex to the exercise AAR, a process for identifying corrective actions and tracking them to completion will be utilized. This is the IP. The IP will identify the issue, recommended corrective action, assignments, and recommended completion date. The IP format will follow guidance identified in HSEEP Manuals. Use the web-based software program CAPS to electronically manage the identification and tracking of the IP portion of the AAR.

Technical Assistance. Technical assistance in any area of exercise design, conduct, and evaluation will be available from the State of Nevada Exercise Training Officer (NV ETO). The NV ETO will be available to answer questions regarding areas such as: HSEEP, NIMS exercise compliance, exercise documents, formats, suggestions, problems, NEXS and CAPS programs, best practices or training. On a limited basis the NV ETO can assist as a member of a local exercise planning teams during any phase of an exercise as well as offer exercise-specific training, workshops, and seminars.

Web-based exercise assistance, information, guidance, and a variety of toolkits are also available at the USDHS/FEMA HSEEP homepage (https://hseep.dhs.gov/) as well as the USDHS/FEMA NEXS and CAPS systems. The secure portal requires a request by email from the requestor prior to gaining access to it.

Exercise Training Curriculum. A variety of exercise training courses will be offered throughout Nevada on a limited basis as either resident courses or as jurisdictional-hosted courses. Samples of the Exercise Curriculum includes: HSEEP Mobile Course, Exercise Design and Development, Exercise Evaluation, Exercise Control/Simulation, and Exercise Program Manager. Several Workshops are available that address evaluator/controller training, exercise planning teams, and simulations/moulage. The Master Exercise Practitioner Program, a Federal Emergency Management Agency program offered by the Emergency Management Institute in Emmitsburg, Maryland and administered by the Nevada Exercise Training Officer, provides training and certification as a Master Exercise Practitioner (MEP).

Further information regarding Nevada's Exercise Program is available by contacting:

Timothy Cary
Nevada Exercise Training Officer
2478 Fairview Drive
Carson City, NV 89701
(775) 687-0389 (office)
tcary@dps.state.nv.us

Brian Sandoval
Governor

Nevada Department of Public Safety

Division of Emergency Management and Homeland Security
2478 Fairview Drive
Carson City, Nevada 89701
Telephone (775) 687-0300 • Fax (775) 687-0322 • http://dem.state.nv.us/

January 17, 2011

Dear Emergency Managers/Training Coordinators;

Requests for the use of Homeland Security Grant Program (HSGP) funding in support of training programs/and or individual requests must be coordinated and approved by:

- Your local jurisdiction
- Your county/local Emergency Manager or their designated Training Coordinator
- State Administrative Agency (SAA) Nevada Division of Emergency Management
- SAA Training Point of Contact (TPOC).

The jurisdiction/ or individuals must obtain this approval prior to any commitment for any requested training utilizing Homeland Security funds. All requests must be directed through your local emergency manager.

REQUEST PROCESS/JURISDICTION OR AGENCY/INDIVIDUAL

Step 1: Check to see if your program is already listed in one of the Approved Training Catalogs. If it is, the course is eligible for HSGP funding, but you still need to coordinate the training with the SAA and TPOC. Each training provider has their own process for scheduling training. Contact our office with the course number and title, and we will assist you with your request.

Step 2: If your requested training is NOT in any of the catalogs below, the next step is to ensure that the requested program meets the grant guidelines for training not provided by FEMA (DHS). The SAA and TPOC can assist with this determination, but the more information you provide, the better we can assist.

You will need to submit your request by completing the course request application submit the completed application via fax or email to the TPOC with the following information:

- Course title (and course number if applicable)
- Course description (attach flyer, website, etc)
- Mission area (common, prevent, protect, respond, recover)
- Level of training (awareness, performance, management)
- Training provider (contact information)
- Date of the course
- Anticipated number of attendees
- Associated disciplines of the attendees
- Anticipated costs
- Grant program/year/project

Step 3: The SAA and TPOC will review the course and determine if it is eligible and approved for use of HSGP funds.

Step 4: If this is a request for a specialized course for an individual or group you must submit the application 60 days in advance to the designated county emergency manager or their appropriate point of contact. Please keep in mind that the approval must be in place prior to course attendance. Failure to meet this requirement could result in a denial of reimbursement for incurred expense. If the program you're requesting is deemed eligible and approved for expenses, jurisdictions/or individuals must report the following to the SAA or TPOC within 30 days after attending training:

- Original Approval from SAA/TPOC, which should include:
  - Course title
  - Course description
  - Mission area
  - Level of training
  - Training provider
  - Reimbursement request and associated invoices

Programs contained in the following catalogs have already been deemed "eligible training", but expenses to support these programs still need to be coordinated with the SAA and TPOC.

FEMA (DHS) Training and Exercise Catalog (TEI)

- TEI/TO
- Federal Catalog
- State Catalog

If the program you're requesting is NOT in any of these catalogs, it is considered **NON-FEMA Training**. Non-FEMA courses are those courses that are either State sponsored or Federal sponsored, coordinated and approved by the State Administrative Agency (SAA) or Training Point of Contact (TPOC), and fall within the FEMA mission scope to prepare State and local personnel to prevent, protect, respond to, and recover from acts of terrorism or catastrophic events. These training programs include, but are not limited to, Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) terrorism, catastrophic events, cyber/agriculture/food security, and citizen preparedness

These courses are developed for and/or delivered by institutions and organizations funded directly by FEMA. The majority of these programs are offered at NO COST. This includes programs offered by the institutions below. All course requests must be coordinated with the STPOC for approval.

- The Center for Domestic Preparedness (CDP)
- The National Domestic Preparedness Consortium (NDPC)
- The Rural Domestic Preparedness Consortium (RDPC)
  - National Emergency Training Center
  - National Fire Academy
- Emergency Management Institute
- FEMA Training Partners funded through the Continuing and Demonstration Training grant programs

In order to use HSGP funds, Non-FEMA courses must:

- Build additional capabilities that a) support a specific training need identified by the State, Territory, and Urban Area, and b) comply with the State or Urban Area Homeland Security Strategy
- Address specific tasks and/or competencies articulated in FEMA's Emergency Responder Guidelines and the Homeland Security Guidelines for Prevention and Deterrence
- Address specific capabilities and related tasks articulated in the Target Capabilities List
- Support the specific program training activities identified in the individual HSGP grant programs (SHSP, UASI, MMRS, CCP) for which the funding will be used
- Meet the standards with all applicable Federal, State, and local regulations, certifications, guidelines, and policies deemed appropriate for the type and level of training

CONTACT
For additional information on Grant Funded Training, please contact Nevada Division of Emergency Management, SAA or TPOC.

Investment #4

Investment Information - Investment #4

Investment Name: Incident Management Team - NIMS

Investment Phase: New

Multi-Applicant Investment: No

I. Overview - Investment #4

I.C. - Funding Program

Designation	Program	Funding Amount
Primary:	UASI	$100,000
Secondary:	No Secondary Source	

*** I.D. - Capabilties Building**

Building new capabilities.

I.E. - Investment description

Provide a description of this investment, including the planning, organization, equipment, training, and/or exercises that will be involved. (2,500 char. max)

This Investment Justification consists of one distinct project, the Southern Nevada Unified Command (SNUC) Incident Management Team (IMT)

The project will further enhance and sustain current efforts of the development of a multi-jurisdictional and multi-discipline Type III Incident Management Team. This in depth and position specific training, will aid in meeting directives in becoming NIMS compliant and pull regional stakeholders together in a cohesive and collaborative process.

The purpose of this investment justification is to utilize UASI funds to address the gap that currently exists in "On Scene Incident Management" capabilities. This will be achieved by training, workshops and shadowing experiences of qualified team members in an approved and NIMS – ICS compliant program for Type III – IMT members.

This investment justification supports the National Priority of NIMS ICS compliance. It supports the Nevada Commission on Homeland Security's goal of Enhancing On Scene Incident Management Capabilities. It is in alignment with the Nevada State Homeland Security Strategy goal of equipping and training Nevada's first responders and support agencies to a regional Type III level. It is also in alignment with the Las Vegas Urban Area Security Strategy goals of identifying existing capabilities and resource gaps in response to on scene incident management and ensuring the public health and safety of residents, visitors, and responders.

The proposed equipment purchase is an allowable expense according to the specific Authorized Equipment List; in reaching the overarching goal of having a well equipped and qualified Type III Incident Management Team.
Through this process, the Southern Nevada Unified Command (SNUC) Incident Management Team, has been very successful in reaching out to state, local, and tribal personnel throughout the United States in both being able to participate and bring experiences and credibility to the overall process.

II. Baseline - Investment #4

II.A. - Goals and Objectives

Identify the goals and objectives in your State and/or Urban Area Homeland Security Strategy Supported by this Investment. (1,500 char. max)

This project addresses the Las Vegas Urban Area Homeland Security Strategy as follows:

Goal 1 - Implement NIMS and NRF to ensure health and safety of residents, visitors, and responders.
Objective 1.2 - Complete Type 3 IMT governance process by 12/31/2011,

Goal 5 - Coordinate programs that expand and strengthen regional collaboration (Prevention, Protection, Response & Recovery)

Goal 7 - To strengthen Regional CBRNE capabilities that ensures public health and safety of residents, visitors and responders.
Objective 7. 4 - Implement training programs based on national priorities by December 2012 (training)

II.B. - Existing capability levels

Describe existing capability levels that address the identified goals/objectives and what will be in place to support the investment prior to the use of FY 2011 funds. (1,500 char. max)

Since its establishment of the SNUC – IMT in the Southern Nevada Region in 2008, the process has been committed to ensuring that first responders are prepared to respond to assist the regions agencies and assets in "on scene incident management". The SNUC - IMT investment justification will build on previous years' investments and will strengthen response capabilities by focusing on appropriately training and equipping first responders and collaborative agencies.

Since the program's inception, the SNUC – IMT has been able to purchase the beginnings of over a dozen position specific "to-go" caches, including but not limited to; items such as laptop computers, position specific identification system, document storage and retention capabilities, NIMS – ICS aided software to aid in familiarity and training in the use of the NIMS – ICS framework. The program has also conducted NIMS/ICS, WMD, and radiological response training, as well as several HSEEP compliant full-scale, functional, and tabletop exercises.

In totality, these acquisitions, in conjunction with the training and exercises, have provided a strong foundation with regard to regional collaboration and emergency plan alignment; information sharing; and first responder and private sector response capabilities within the region. With an already established program, this investment justification seeks to maintain current response capabilities and continue to further enhance the Type III team in the region.

II.C. - Capability gap(s)

Explain the capability gap(s) that this Investment is intended to address. (1,500 char. max)

A thorough risk assessment identified capabilities gaps which the SNUC – Type III IMT program was able to address in part or in whole. The program has been recognized as a regional success when it comes to developing collaborative and on scene management capabilities.

This program, while initially first responder specific, has been integrated into the community through collaboration with and through partnerships with private sector organizations like Nevada Energy and Boyd Gaming, the Southern Nevada Health District, Metro Office of Emergency Management, all fire agencies in the region, including Pahrump Fire Department, the Paiute Tribes and local hospitals. It is during these community and collaborative based training, the program is able to reach out to the stakeholders in the region that will be tasked with on scene incident management; what the public safety professionals are doing to address and mitigate those risks, and what they can do themselves to be better prepared.

Target Capability 1: On-Site Incident Management

III. Project Management - Investment #4

I.C. - Funding Program

Designation	Program	Funding Amount
Primary:	UASI	$100,000
Secondary:	No Secondary Source	

* **IV.B. - Fusion Center:**

No

If applicable, how much of this Investment will be obligated towards Law Enforcement Terrorism Prevention Activities (LETPA): $0

Target Capability	Amount of Proposed Funding	Percent of Proposed Funding
On-Site Incident Management	$100,000	100%
Total	**$100,000**	**100%**

Solution Area	Amount of Proposed Funding	Percent of Proposed Funding
Planning		
Organization		
Equipment	$10,000	10%
Training	$90,000	90%
Exercises		
Total	**$100,000**	**100%**

#	Name	Description	Step	Start	End	Funding Amount
1	Southern Nevada Unified Command	IMT	New	01/2012	06/2013	$100,000

V.A - Outcomes to be achieved

Describe the outcomes that will be achieved as a result of this Investment. The outcomes should demonstrate improvement towards building capabilities described in Baseline tab. (1,500 char max)

The outcome of this investment justification is the enhancement and sustainment of Southern Nevada's Unified Command's response capability and on scene incident management. This program has demonstrated the ability to deliver results when it comes to strengthening regional response capabilities. It continues to be the only program in the region that supports local capabilities in the critical hours after an incident and before federal assistance as directed by Homeland Security Presidential Directive (HSPD) – 5 & 8. Moreover, it is the only program specifically tasked with achieving and maintaining long-term, multijurisdictional, multidisciplinary, continuity when it comes to NIMS – ICS compliance and establishment of the recognized framework to be established in the event of a terrorist attack, Mass Casualty Incident (MCI), or medical surge, natural disaster, and pre-planned events in the Southern Nevada region.

National Priority 1: Expand Regional Collaboration
National Priority 2: Implement the NIMS and NRP
National Priority 3: Strengthen Information Sharing and Collaboration Capabilities

City of Las Vegas Agenda Item No.: **13.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: DETENTION AND ENFORCEMENT
DIRECTOR: MICHELE FREEMAN ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Intrastate Interlocal Contract between the State of Nevada and the City of Las Vegas providing access to the Nevada Criminal Justice Information System (NCJIS) to the Department of Detention and Enforcement - All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This intrastate Interlocal Contract will provide the City of Las Vegas Department of Detention and Enforcement access to the Nevada Criminal Justice Information System (NCJIS) which is an essential component for law enforcement to receive efficient, effective and accurate criminal history information to law enforcement, criminal justice, public safety personnel

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Intrastate Interlocal Contract

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

DEPARTMENT OF PUBLIC SAFETY
RECORDS & TECHNOLOGY DIVISION, RECORDS BUREAU
333 WEST NYE LANE, SUITE 100, CARSON CITY, NEVADA 89706
PHONE (775) 684-6262 FAX (775) 684-6265
(hereinafter "State")

and

CITY OF LAS VEGAS – DEPARTMENT OF DETENTION AND ENFORCEMENT
3300 STEWART AVE.
NORTH LAS VEGAS, NEVADA 89101
PHONE (702) 229-5298 FAX (702) 382-1210
(hereinafter "User")

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, THE AUTHORITY GRANTED TO THE **State** to enter into this contract with the **User** is pursuant to NRS chapter 179A; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. CONTRACT TERM. This Contract shall be effective upon approval and shall remain in full force and effect until terminated by either party as provided for in this contract, including, but not limited to, the incorporated Attachment A: Scope of NCJIS **User** Agreement. This Contract will be reviewed at each compliance audit by the NCJIS Audit Staff.
4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.
6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: **SCOPE OF NCJIS USER AGREEMENT**

7. CONSIDERATION. The **State** agrees to provide the services set forth in paragraph (6) pursuant to the provisions of NRS chapter 179A. The **User** agrees, in return, to comply with those items and requirements as set forth in paragraph (6).

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the **State** or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the **State** Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada **State** Attorney General's Office or its Fraud Control Units, the **State** Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.
19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).
22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the **State** of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.
23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the State of Nevada Office of the Attorney General.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

USER

By: _____

Title: _____

Date: _____

By: _____

Representative from Political Subdivision Approving Agreement (if necessary)

Title: _____

Date: _____

DEPARTMENT OF PUBLIC SAFETY

By: _____

Title: Chief, Records & Technology Division

Date: _____

By: _____

APPROVED AS TO FORM:
Deputy Attorney General

Date: _____

ATTACHMENT A: SCOPE OF NCJIS USER AGREEMENT

WITNESSETH

1) The Nevada Criminal Justice Information System and the State's Law Enforcement Message Switch (hereinafter referred to as "NCJIS") is a computerized information and electronic message switching system established as a service to all local, state and federal criminal justice and public safety agencies, as well as, other NCJIS approved non-criminal justice governmental agencies. The objective is to maintain an efficient, effective and accurate system, that will provide for the automated exchange of law enforcement, criminal justice, public safety, motor vehicle and drivers license information to all authorized system USERS.

2) Through this program, any public or private entity who does not serve in a criminal justice capacity as defined by NRS 179A.020 - 179A.030 or an entity as defined in NRS 432B and 424, will not be given on-line terminal access to criminal history record information. On-line terminal access to wanted person and other law enforcement, public safety, motor vehicle and driver's license information is at the discretion of, and subject to the recommendation of the Criminal Justice Information System (CJIS) Systems Officer (CSO) and approval by the Director of the Department of Public Safety. However, any public or private entity may make application for criminal history record information through the Central Repository for Nevada records of criminal history and/or its Civil Name Check Program which is not regulated by the terms and conditions of this agreement, but available through the Records and Technology Division a Division of the Department of Public Safety, CJIS Systems Agency (hereinafter "CSA") under a separate agreement that was developed for that purpose.

3) The CSA, through its CJIS Systems Officer (CSO), will maintain and administer management control, with respect to the NCJIS Administrative Policies, the NCJIS Operating Procedures, system access, terminal and operator configurations, quality control, validations, service evaluations, training requirements, technical and operational security policies, new applications, compliance audits and system discipline. Said management control will include not only NCJIS, but all other automated computer systems or programs that are accessed through NCJIS or administered by the CSA and referenced in this agreement. These are: the National Crime Information Center ("NCIC"), The International Justice and Public Safety Network ("NLETS"), the Western Identification Network ("WIN"), the California Law Enforcement Telecommunications System ("CLETS"), the National Instant Check System ("NICS"), and the National Integrated Automated Fingerprint Identification System ("IAFIS").

4) While the CSA, through the CSO, maintains and administers management control of NCJIS, as well as, all programs accessed through NCJIS, the Director of the Department of Public Safety has the final authority.

5) In addition, the NCJIS Steering Committee was established to provide assistance in the development of and enhancements to the NCJIS data base. The NCJIS Steering Committee provides recommendations for technical and operational design development. The NCJIS Steering Committee is further broken down into the Northern Technical Subcommittee and Southern Technical Subcommittee comprised of TACs and NCJIS users. Through topics presented at these regional meetings, the NCJIS Steering Committee members act as a conduit of information from all users/contributors to NCJIS for the purpose of bringing information to the CJIS Systems Officer.

NOW THEREFORE, being duly enlightened of the foregoing representations and promises, conditions and other valuable considerations obtained herein or incorporated by reference, the parties, by representation of authorized officials, do mutually covenant as follows:

1) Through this program, the CSA agrees to provide the USER with access to NCJIS, through the Nevada State Law Enforcement Message Switcher and through telecommunication lines, as well as, drops and ports of entry, provided that such access and any computer interfaces remain under the management control of a criminal justice agency, a public safety or NCJIS approved governmental agency and the agency abides by the technical security requirements as outlined in policy.

2) The CSA agrees to provide training pursuant to policies for all terminal agency and assistant terminal agency coordinators ("TAC" and "ATAC"), other agency personnel and administrators pursuant to policy. The NCJIS Training Policies include the mandatory NCIC training standards for terminal operators, criminal justice practitioners, and agency administrators.

3) The USER agrees to abide by all NCJIS administrative policies and operating procedures of NCJIS, including NCIC, NLETS, WIN, CLETS, NICS and IAFIS, as well as, laws and regulations of this state and the Federal government that are adopted by or imposed upon the CSA, to the extent that they are applicable to the information provided under this agreement.

4) Financing and budgeting for access to NCJIS shall be accomplished in accordance with the NCJIS Administrative Policies. Agencies that have been approved for terminal access will be responsible to budget funds for the initial connection, additional connections, compatible computer and terminal equipment, continuing line costs, or any costs associated with additional circuitry and technical security between the agency and NCJIS.

5) USER agrees to locate all devices, i.e., terminals, printers, etc., with access to NCJIS, or any other systems accessed through the NCJIS, in a secure area out of public view, or where unauthorized access cannot be gained. This includes the use of the sign-on/sign-off function and the security of individual user IDs and passwords.

6) Indirect non-terminal agency ("NTA") access to NCJIS or its ancillary systems through an NCJIS Terminal Agency ("TA") can only be made through a formalized user agreement or letter of understanding between the parties, which must include training of applicable non-terminal agency personnel by the TA. All transactions made by the NCJIS TA for the NTA through NCJIS must be done by using the NTA's assigned Originating Agency Identifier ("ORI") or by maintaining a log of the transaction. If records that require hit confirmation are entered by the NCJIS TA for the NTA, then the NCJIS TA must be available to confirm hits 24 hours a day, 7 days a week.

7) USER agrees to implement policies and procedures to protect all information obtained through NCJIS or any other systems accessed through the NCJIS from unauthorized access, alteration, or destruction.

8) Since the administrative policies of all of the systems accessed through NCJIS remain broad in their interpretation, it is the responsibility of the USER to adopt and implement internal written procedures that are relevant to their agency's use of NCJIS and its ancillary systems. These internal procedures may not be contrary, or in any way, supersede law or the established administrative policies or operating practices relating to these systems.

9) USER agrees to limit the use of all information obtained through NCJIS for the authorized purpose for which it was intended and to securely destroy the information when it is no longer needed. USER further acknowledges that the information obtained through NCJIS is susceptible to change, and therefore USER must assure that measures will be take to obtain the most current and accurate information through NCJIS.

10) Misuse of any information obtained via NCJIS may be grounds for the imposition of sanctions in the form of cancellation of records and/or discontinuance of service through NCJIS upon confirmation of misuse, continued non-compliance or technical violations occurring against any of the systems.

11) Authority to access NCJIS criminal history record information or NCIC Interstate Identification Index ("III") is limited to criminal justice agencies and entities as defined in NRS 432B and 424 may be used only for authorized purposes. USER agrees to abide by appropriate purpose code uses as defined in the NCJIS Administrative Policies and NCIC Operating Manual. USER agrees that III will never be inquired upon for non-criminal justice purposes, such as licensing, employment or regulatory purposes unless authorized by the FBI and State statute. Unauthorized disclosure or misuse of data by the USER or its employees can be cause for imposition of sanctions and possible cancellation of service provided by this agreement. The CSA will monitor system use, as necessary, concerning inquiries made of the system to detect possible misuse.

12) System integrity and the completeness and accuracy of information entered into the system is paramount and the USER will allow the NCJIS Audit Staff to conduct compliance audits, to review USER's records to assure reliability of stored data and make corrections of non-valid data discovered as a result of the audit. Measures for purging or canceling entries will be adhered to for enhancing reliability of all data. NCJIS compliance audits, as well as, directed audits are also conducted for the purpose of investigating any allegation(s) of misuse regarding NCJIS, or any other system accessed through NCJIS.

13) USER agrees to appoint a Terminal Agency Coordinator ("TAC") to represent and speak on behalf of their agency. All requests concerning NCJIS must be coordinated through the TAC. This individual may make recommendations to the USER regarding needed policy changes within the agency that are relevant to NCJIS. The USER may also elect to appoint an Assistant Terminal Agency Coordinator ("ATAC") to assist the TAC with system duties and responsibilities. Both the TAC and ATAC shall meet the minimum qualifications as stated in the NCJIS Administrative Policies. The TAC is responsible for ensuring compliance with all applicable laws, rules, regulations, policies and procedures governing NCJIS and its ancillary systems. The TAC serves as a central point in his/her agency for managing record validations, quality control matters, dissemination of manuals and other NCJIS publications, NCJIS system security matters, agency personnel training, training of all non-terminal agency personnel, agency self-audits, NCJIS compliance audits and any problems concerning NCJIS usage.

14) USER agrees to ensure that the TAC is available during hours that are conducive to the administration of NCJIS and to be the liaison between the USER and the NCJIS Staff with regard to NCJIS. If a new TAC is designated or as ATACs change, the USER agrees to immediately notify the CSA in writing.

15) USER agrees to provide training within their own agency, pursuant to the NCJIS Training Plan and the mandatory NCIC training standards.

16) USER shall ensure that a thorough background screening of personnel is conducted. State and national fingerprint-based record checks must be conducted within 30 days upon initial employment or assignment for all personnel, including appropriate IT personnel, having access to information from NCJIS or its ancillary systems. USER must also screen custodial, support, and/or contractor personnel accessing terminal areas and records storage areas containing said data.

17) USER agrees that access will not be granted until all necessary forms, documents and agreements have been satisfactorily completed and/or signed and returned to the CSA. USER agrees to not make any changes in the location of any terminal equipment/device or discontinue or alter service, unless advance notification is made in writing by the TAC or ATAC to the CSA. For additional access, USER agrees to request said access in writing by the TAC or ATAC to the CSA.

18) USER agrees that any requests to provide functions and/or make changes in terminal operators, user IDs, etc., requires written notification by the TAC or ATAC to the CSA.

19) USER agrees that all correspondence and requests relating to the CSA shall be done through the CSO, Programs Development and Compliance Unit at 333 West Nye Lane, Suite 100, Carson City, Nevada, 89706; or fax (775) 684-6268.

20) Any contract or changes to the USER's agency which would affect the operation or management control of NCJIS, such as privatization, must be brought to the attention of the CSA prior to such changes.

21) The conditions of this Agreement are not optional and may not be modified.

TERMINATION

The CSA may purge records, suspend or terminate access to NCJIS, when in its reasonable estimation, a violation of a specific term of this agreement or of any substantive requirement or limitation imposed by NCJIS, state or Federal statutes, regulation or rules incorporated into this agreement occurs, of which shall be deemed a breach of terms.

In the event of termination of this agreement, any real or personal property used to carry out the provisions of this agreement shall be disposed of by the party having the responsibility for financing the acquisition and maintenance of such.

City of Las Vegas Agenda Item No.: **14.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve $100,000 in Redevelopment Special Revenue funds (RDA 9 percent Set-Aside) for acquisition of a single family residence located at 5324 Isadora Court and transfer of title to a low-income household as affordable housing - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $100,000
Funding Source: RDA 9 percent Set-Aside
Dept./Division: Economic and Urban Development/Neighborhood Dev.

PURPOSE/BACKGROUND:
The home was originally purchased by the City using Neighborhood Stabilization Program (NSP) funds for the purpose of providing long-term affordable rental housing to households at or below 50 percent area median income. The home will now be purchased at appraised value from the NSP Program and made available as an ownership property to a low-income household with a 50-year affordability period.

RECOMMENDATION:
Staff recommends that the City Council approve the acquisition and transfer of title for the property, and authorize the Mayor to sign the Property Transfer Agreement.

BACKUP DOCUMENTATION:
Real Property Transfer Agreement

REAL PROPERTY TRANSFER AGREEMENT

This Real Property Transfer Agreement (this "Agreement") is made and entered into this 4th day of January, 2012, by and between Darlene Trammell (the "Recipient"), in her individual capacity, and the City of Las Vegas (the "City"), a municipal corporation duly organized in the State of Nevada, whose principal office is currently located at 400 Stewart Avenue, Las Vegas, Nevada, 89101.

RECITALS

WHEREAS, the City has purchased the real property and improvements legally described below (the "Property"), which is located in the City of Las Vegas, utilizing funds provided under the City of Las Vegas Affordable Housing Set Aside Program (the "Affordable Housing Program"), which Affordable Housing Program is funded pursuant to the tax increment funding received from the City of Las Vegas Redevelopment Agency pursuant to NRS 279.685; and

WHEREAS, the Affordable Housing Program is intended to provide affordable housing to persons or households in need of affordable housing and who qualify for such housing under the Affordable Housing Program; and

WHEREAS, the City has determined that the Recipient qualifies for affordable housing under Affordable Housing Program; and

WHEREAS, as part of the Affordable Housing Program, the City is offering to transfer title and possession of the Property to the Recipient in order to allow the Recipient to reside on the Property free of any rental charge for the period of time set forth in this Agreement; and

WHEREAS, the Recipient desires to accept title and possession of the Property subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions, restrictions, and covenants:

I. AGREEMENT TO TRANSFER PROPERTY. Within 10 days after the execution of this Agreement, the City agrees to transfer to the Recipient title and possession of the real property and improvements thereon (the "Property"), which is legally described on Exhibit A attached hereto and incorporated herein as a part of this Agreement, and whose common street address is 5324 Isadora Court, Las Vegas, Nevada. The title of the Property shall be conveyed to the Recipient in fee simple determinable subject to the right of reversion set forth in Section II A below and subject to requirement that the Recipient comply with the terms, conditions and requirements set forth in Section III below.

II. TERMS OF THE PROPERTY TRANSFER

A. Right of Reversion. The transfer of fee simple title to the Property shall remain in effect for a period of approximately fifty (50) continuous years, commencing as of the date of recordation of the Grant Deed identified in Section IV below, and continuing in effect until

November 30, 2061, or until the death of the Recipient, whichever is the first to occur (the "Term"), and with the expiration of the Term, all rights, title and interest of the Recipient in the Property shall automatically revert back to the City without the need for any judicial action. In support of the automatic reversion of the Property at the expiration of the Term, the Recipient agrees to execute the Quitclaim Deed substantially in the form of Exhibit B attached hereto and incorporated herein as a part of this Agreement. The Quitclaim Deed will be held by the City until expiration of the Term, at which time the Quitclaim Deed may be recorded in the public records of the Clark County Recorder's Office if so determined necessary or desirable by the City in order to effectuate the conveyance of title to the Property to the City as a matter of public record.

B. Power of Termination. In addition to the reversionary right set forth in Section II A above, the City shall have the power to terminate all of the rights, title and interests of the Recipient in the Property if, during the Term, any of the following occurs:

1. The Property is not used as the Recipient's principal residence;

2. The Property is sold, rented, donated or otherwise alienated, hypothecated, demised or transferred for any reason by the Recipient except for the Short Form Deed of Trust required pursuant to Section II B above;

3. The Property is leased by the Recipient;

4. The Property is mortgaged, encumbered or the subject of a lien (other than lien for governmental services), except for the Short Form Deed of Trust required pursuant to Section II B above;

5. The Recipient loses occupancy and possession of the Property for any reason whatsoever; or

6. The Recipient fails to perform or comply with any of the requirements set forth in this Agreement.

If, during the Term, any of the above occurs, and the Recipient, after proper notice thereof has been provided by the City pursuant to Section IV below, fails to rectify or remedy the occurrence during the remedial period provided under Section IV A below, the City shall have the right to terminate all of the rights, title and interest held by the Recipient in the Property.

As security for the performance of the Recipient's obligations set forth in this Agreement, and in support of the City's right to recover title and possession to the Property in the event of failure to perform those obligations, the Recipient agrees to execute in favor of the City the Short Form Deed of Trust substantially in the form of Exhibit C attached hereto and incorporated herein as a part of this Agreement. The Short Form Deed of Trust will be held by the City until expiration of the Term and title and possession of the Property automatically reverts to the City as set forth in Grant Deed and Section II A above, or until such time as the City the elects to foreclose against the Recipient's rights, title and interests in the Property.

C. "As Is" Conveyance of the Property. Prior to the conveyance of the Property, the Recipient hereby acknowledges that she, and/or her representatives, have made, or have been afforded the opportunity to make, an inspection of the Property. The Recipient further acknowledges and agrees that the Property is to be conveyed to and accepted by the Recipient in an "as is" condition with all known or unknown, latent or patent, faults and defects. Except as otherwise specifically stated in this Agreement, the City makes no representations or warranties with respect to (i) the use, condition, and title (except for the implied warranties provided by the Grant Deed to be delivered by the City to the Recipient pursuant to Section IV below) of the Property, or (ii) compliance of the Property with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record,) other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Property.

III. RECIPIENT OBLIGATIONS

A. Use of the Property. For the duration of the Term, the Recipient shall use the Property as her sole principal residence, and for no other use or purpose whatsoever.

B. Maintenance and Repairs. For the duration of the Term, the Recipient agrees to keep and maintain the Property free of the accumulation of debris or waste materials and to maintain the Property in substantially the same condition as when it was received from the City. The Recipient agrees to make any repairs that are necessary to maintain the Property in such condition.

C. Insurance.

1. Prior to the conveyance of the Property, the Recipient agrees to procure from an insurance company which is acceptable to the City sufficient fire, hazard and flood insurance (if the Property is located in a flood zone) on the Property which will adequately cover and secure the property and its contents. The minimum amount of the insurance shall be Ninety-Five Thousand Dollars ($95,000) or its fair market value of the Property at the time of the conveyance, whichever is higher. The insurance required herein shall be maintained in effect by the Recipient during the Term.

2. The insurance required herein shall be procured on an annual basis. The Recipient agrees to have the City listed as an additional insured on the policy. Prior to the conveyance, the Recipient agrees to provide the City with a Certificate of Insurance which conforms to this Section III C.

3. The Certificate of Insurance shall state that the City will be provided with at least thirty (30) days written notice by the insurance company of any cancellation, impending lapse or material change in the insurance coverage required under this Section III C. Notice shall indicate when insurance will be re-established through another company, if cancellation or lapse occurs.

4. On an annual basis, the Recipient shall adjust the amount of insurance required to be maintained by this Section III C in an amount that is satisfactory to the City.

D. Real Estate Taxes and Assessments. For the duration of the Term, the Recipient is responsible for payment in a timely manner all real property taxes and assessments levied against the Property. If, at any time during the Term, the property taxes or other assessment due and owing against the Property become delinquent, and the failure to pay the same results in a lien being filed against the Property, such failure shall entitle the City to proceed against Recipient pursuant to the provisions of Section IV of this Agreement

E. Encumbrances and Liens Prohibited. Except for the Short Form Deed of Trust set forth in Section II B above, for the duration of the Term, the Recipient shall not cause or permit mortgage, trust deed, encumbrance or lien to be placed against the Property.

IV. DEED OF CONVEYANCE. Within 10 days after the execution of this Agreement, and provided that Certificates of Insurance evidencing the policies of insurance required under Section III C are in effect, the City agrees to convey title in fee simple determinable to the Recipient pursuant to the Grant Deed, attached hereto as Exhibit D and incorporated herein as a part of this Agreement. The Grant Deed shall incorporate all of the obligations of the Recipient set forth in Sections II and III above.

V. REMEDY FOR VIOLATION OF AGREEMENT TERMS

A. Notice of Breach. If, during the Term, the Recipient fails to comply with any of the terms or requirements imposed by this Agreement, the City agrees to provide thirty (30) days written notice (the "Notice") of such failure to the Recipient, which notice shall be delivered in the manner provided pursuant to subsection B of this Section IV. During that thirty (30) day period, the Recipient shall have the right to rectify or remedy the failure to comply with the terms or requirement of this Agreement. If, at the expiration of that remedial period, the Recipient has failed to rectify or remedy the failure specified in the Notice, the City shall have the right to terminate all of the rights, title and interests of the Recipient in the Property pursuant to the exercise of its right of termination granted in Section II B above and in the Grant Deed.

In addition to the right of termination provided for herein, the City shall have the right to seek any additional legal or equitable remedies that it deems appropriate in order to protect its interest under this Agreement.

B. Service of Notice. Any notice required to be given under this Agreement shall be deemed to have been given when the notice is (i) delivered personally, or (ii) delivered by certified mail, return receipt requested, and deposited with the United States Postal Service, addressed as follows:

To the City:

Prior to February 29, 2012
City of Las Vegas
Attention: Director of Urban and Economic Development
City Hall, Second Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

After February 29, 2012
City of Las Vegas
Attention: Director of Urban and Economic Development
City Hall, Sixth Floor
495 South Main Street
Las Vegas, Nevada 89101

To the Recipient: Darlene Trammell
5324 Isadora Court
Las Vegas, Nevada 89108

Any change in the addresses stated above shall be made in writing and delivered in the manner provided herein. In the event of suspension or termination of this Agreement, notices may also be given to the Recipient upon personal delivery to any person residing at the above address of the Recipient who is 18 years or older.

VI. ATTORNEY'S FEES AND COURT COSTS

The Recipient agrees that upon any breach of terms, conditions or obligations contained in this Agreement or the Grant Deed, the Recipient shall pay any and all legal costs, including attorney's fees and court costs, incurred by the City in enforcing the provisions of this Agreement, including, without limitation, commencing any action to recover title and possession of the Property.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representations, which is effective as of the day and year first above written.

City of Las Vegas
Economic and Urban Development Department

Recipient

Carolyn G. Goodman, Mayor — Date

Darlene Trammell — Date

Attest:

Beverly K. Bridges, MMC
City Clerk — Date

Approval as to Form:

Robert S. Sylvain 12-8-11

Robert S. Sylvain,
Deputy City Attorney — Date

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT "A"

LEGAL DESCRIPTION

APN 134-24-812-021

A portion of the W. ½ of the W. ½ of the SE. ¼ of Section 24, T. 20 S., R.60 E., MDM, City of Las Vegas, Clark County, Plat Book 31, Page 21, Lot 5, Block 6, also commonly known as 5324 Isadora Court, Las Vegas, Nevada 89108

EXHIBIT B

GRANT DEED

(next page)

APN 134-24-812-021

Recording Requested by:

Dept. of Economic and Urban Development
City of Las Vegas, Nevada
400 Stewart Avenue
Las Vegas, Nevada 89101

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged, the City of Las Vegas ("Grantor"), a municipal corporation within the State of Nevada, hereby grants and conveys to Darlene Trammel ("Grantee"), the real property and improvements thereon ("Property") legally described in the document attached hereto as Exhibit A and incorporated herein by this reference.

1. The title to the Property is conveyed in the fee simple determinable, commencing with the recordation of this Deed and continuing in effect for a period of approximately fifty (50) years, to and including November 30, 2061, or until the death of the Grantor, whichever is the first to occur (the "Term"), at which time the title to the Property shall automatically revert back to the Grantor without the need for any further judicial action on the part of the Grantor.

2. The title to the Property is further conveyed subject to performance by the Grantee of the terms, conditions and covenants of the Real Property Transfer Agreement dated ___, 20__, by and between the Grantor and the Grantee, which Real Proper Transfer Agreement bestows upon the Grantor the power to terminate all of the Grantee's rights, title and interest in the Property if the Grantee fails to perform or comply with the requirement set forth therein.

3. The Property is also conveyed subject to easements of record.

4. The Grantee hereby covenants and agrees that the Grantee shall not use the Property for any use other than the residential use specified in the Real Property Transfer Agreement.

5. For the duration of the Term, the Grantee, except for the Short Form Deed of Trust executed in favor of the Grantor as permitted in the Real Property Transfer Agreement, shall not, sell, transfer, convey, assign, lease, hypothecate, mortgage, devise, lien or encumber the whole or any part of the Property.

6. In the event of any breach by the Grantee of any of the provisions of this Deed or the Real Property Transfer Agreement, the Grantor shall have the right to exercise all of its rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach, including, without limitation, the right to terminate all of the rights, title and interests of the Grantee in the Property as provided in Section 2 above and in the Real Property Transfer Agreement. The rights and covenants contained in this Deed shall be for the benefit of, and shall be enforceable only by, the Grantor.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on its behalf by its duly authorized Mayor, this _____ day of _____, 2012.

CITY OF LAS VEGAS, GRANTOR

By: _____
Carolyn G. Goodman, Mayor

Approved as to form:

_____
Robert S. Sylvain, Date
Deputy City Attorney

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On this _____ day of _____, in the year 2012, before me, personally appeared Carolyn G. Goodman, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 2012.

_____
NOTARY PUBLIC
In and for said County and State

EXHIBIT "A"

LEGAL DESCRIPTION

APN 138-24-812-021

A portion of the W. ½ of the W. ½ of the SE. ¼ of Section 24, T. 20 S., R.60 E., MDM, City of Las Vegas, Clark County, Plat Book 31, Page 21, Lot 5, Block 6, also commonly known as 5324 Isadora Court, Las Vegas, Nevada 89108

EXHIBIT "C"

QUITCLAIM DEED

(next page)

APN 134-24-812-021

WHEN RECORDED, RETURN TO:
Dept of Economic and Urban Development
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Darlene Trammell, as the owner of the real property described herein, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to the City of Las Vegas, a municipal corporation within the State of Nevada, the real property located in the City of Las Vegas, County of Clark, State of Nevada, and legally described on Exhibit A attached hereto and incorporated as a part hereof.

The execution of this Quitclaim Deed, and the right to its recordation in order to effectuate the conveyance of title to the City as a matter of public record, is a requirement set forth in the Real Property Transfer Agreement dated January 4, 2012, executed by and between Darlene Trammel and the City of Las Vegas, Nevada. This Quitclaim Deed may be recorded by the City after November 30, 2061, or the death of Darlene Trammel, whichever is the first to occur, which recordation date will be a date considerably subsequent in time to the date of execution set forth below.

DATED this _____ day of _____, 2012.

By: _____
Darlene Trammell

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On this _____ day of _____, in the year 2012, before me, personally appeared Darlene Trammell, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that she executed it.

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 2012.

_____
NOTARY PUBLIC
In and for said County and State

EXHIBIT "A"

LEGAL DESCRIPTION

APN 138-24-812-021

A portion of the W. ½ of the W. ½ of the SE. ¼ of Section 24, T. 20 S., R.60 E., MDM, City of Las Vegas, Clark County, Plat Book 31, Page 21, Lot 5, Block 6, also commonly known as 5324 Isadora Court, Las Vegas, Nevada 89108

EXHIBIT D

SHORT FORM DEED OF TRUST

(next page)

APN 138-24-812-021

WHEN RECORDED MAIL TO:
Economic and Urban Development
Department,
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: Sue Prescott

SHORT FORM DEED OF TRUST

THIS SHORT FORM DEED OF TRUST ("Deed of Trust") is made this ____ day of _____, 2012, by Darlene Trammell, as Trustor, in her individual capacity and as owner of the real property described below, whose common street address is 5324 Isadora Court, Las Vegas, Nevada 89108, to the City of Las Vegas, as Trustee, a municipal corporation within the State of Nevada, whose principal office is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101, Attention: Economic and Urban Development Department, for the benefit of the City of Las Vegas, as Beneficiary.

WITNESSETH:

WHEREAS, pursuant to the Grant Deed dated _____ and recorded on _____as Instrument _____in the Clark County Recorder's Office for the County of Clark, State of Nevada, Beneficiary has conveyed title and possession in fee simple determinable to Trustor for the period of time commencing with the recordation of the aforementioned Grant Deed and continuing in effect for a period approximately 50 years thereafter, to and including November 30, 2061, or until the death of Trustor, whichever is the first to occur, at which time the title and possession of the Property shall automatically revert back to Beneficiary without the need of any further judicial action on the part of the Beneficiary; and

WHEREAS, Trustor has received title and possession of the real property, and the improvements existing thereon, in fee simple determinable subject to the terms, conditions and covenants set forth in the Real Property Transfer Agreement dated January 4, 2012 (the "Agreement"), executed by and between Trustor and Beneficiary, which Agreement includes the right to terminate all of the rights, title and interests of Trustor if Trustor fails to perform the obligations, or comply with the requirements set forth in the Agreement.

NOW, THEREFORE, for the purpose of securing each obligation of Trustor contained herein and in the Agreement, Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that certain property (the "Property") located in the City of Las Vegas, Clark County, State of Nevada, legally described as:

See Exhibit A attached hereto and by this reference is made a part hereof.

To protect the security of this Deed of Trust, Trustor agrees to abide by the terms, conditions and covenants of this Deed of Trust, the Grant Deed and the Agreement.

So long as Trustor shall well and truly perform its obligations to Beneficiary under this Deed of Trust, the Grant Deed and the Agreement, the obligations of Trustor under this Deed of Trust and the Agreement will terminate with respect to the Property when title and possession has automatically reverted to Beneficiary at the expiration of the Term as provided in the Grant Deed and the Agreement. Trustee, if so requested by Beneficiary, shall re-convey to Trustor, its successors or assigns, all of Trustee's estate in the parcel heretofore conveyed to Trustee by Trustor under this Deed of Trust if Beneficiary determines that such re-conveyance is desirable or necessary in order to clear title as a matter of public record.

The following Covenant Nos. 1, 2, 3, 4, 5, 6, 7, 8, and 9 of NRS 107.030 are hereby adopted and made a part of the Deed of Trust. Such provisions so incorporated shall have the same force and effect as though specifically set forth and incorporated in this Deed of Trust.

Trustor requests that a copy of any Notice of Default, Notice of Sale or Notice of Lien pertaining to the Property hereunder be mailed to Trustor at the address set forth in the first paragraph above.

TRUSTOR:

By _____
Darlene Trammell

State of Nevada)
)
County of Clark)

On this _____ day of _____, 20 _, before me, the undersigned, a Notary Public in and for said County and State, Darlene Trammell personally appeared, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

_____
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

APN 138-24-812-021

A portion of the W. ½ of the W. ½ of the SE. ¼ of Section 24, T. 20 S., R.60 E., MDM, City of Las Vegas, Clark County, Plat Book 31, Page 21, Lot 5, Block 6, also commonly known as 5324 Isadora Court, Las Vegas, Nevada 89108

APN 134-24-812-021

Recording Requested by:

Dept. of Economic and Urban Development
City of Las Vegas, Nevada
400 Stewart Avenue
Las Vegas, Nevada 89101

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged, the City of Las Vegas ("Grantor"), a municipal corporation within the State of Nevada, hereby grants and conveys to Darlene Trammel ("Grantee"), the real property and improvements thereon ("Property") legally described in the document attached hereto as Exhibit A and incorporated herein by this reference.

1. The title to the Property is conveyed in the fee simple determinable, commencing with the recordation of this Deed and continuing in effect for a period of approximately fifty (50) years, to and including November 30, 2061, or until the death of the Grantor, whichever is the first to occur (the "Term"), at which time the title to the Property shall automatically revert back to the Grantor without the need for any further judicial action on the part of the Grantor.

2. The title to the Property is further conveyed subject to performance by the Grantee of the terms, conditions and covenants of the Real Property Transfer Agreement dated ___, 20__, by and between the Grantor and the Grantee, which Real Proper Transfer Agreement bestows upon the Grantor the power to terminate all of the Grantee's rights, title and interest in the Property if the Grantee fails to perform or comply with the requirement set forth therein.

3. The Property is also conveyed subject to easements of record.

4. The Grantee hereby covenants and agrees that the Grantee shall not use the Property for any use other than the residential use specified in the Real Property Transfer Agreement.

5. For the duration of the Term, the Grantee, except for the Short Form Deed of Trust executed in favor of the Grantor as permitted in the Real Property Transfer Agreement, shall not, sell, transfer, convey, assign, lease, hypothecate, mortgage, devise, lien or encumber the whole or any part of the Property.

6. In the event of any breach by the Grantee of any of the provisions of this Deed or the Real Property Transfer Agreement, the Grantor shall have the right to exercise all of its rights and remedies, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach, including, without limitation, the right to terminate all of the rights, title and interests of the Grantee in the Property as provided in Section 2 above and in the Real Property Transfer Agreement. The rights and covenants contained in this Deed shall be for the benefit of, and shall be enforceable only by, the Grantor.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on its behalf by its duly authorized Mayor, this _____ day of _____, 2012.

CITY OF LAS VEGAS, GRANTOR

By: _____
Carolyn G. Goodman, Mayor

Approved as to form:

Robert S. Sylvain 12-8-11
Robert S. Sylvain, Date
Deputy City Attorney

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On this _____ day of _____, in the year 2012, before me, personally appeared Carolyn G. Goodman, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 2012.

_____
NOTARY PUBLIC
In and for said County and State

EXHIBIT "A"

LEGAL DESCRIPTION

APN 138-24-812-021

A portion of the W. ½ of the W. ½ of the SE. ¼ of Section 24, T. 20 S., R.60 E., MDM, City of Las Vegas, Clark County, Plat Book 31, Page 21, Lot 5, Block 6, also commonly known as 5324 Isadora Court, Las Vegas, Nevada 89108

APN 134-24-812-021

WHEN RECORDED, RETURN TO:
Dept of Economic and Urban Development
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Darlene Trammell, as the owner of the real property described herein, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to the City of Las Vegas, a municipal corporation within the State of Nevada, the real property located in the City of Las Vegas, County of Clark, State of Nevada, and legally described on Exhibit A attached hereto and incorporated as a part hereof.

The execution of this Quitclaim Deed, and the right to its recordation in order to effectuate the conveyance of title to the City as a matter of public record, is a requirement set forth in the Real Property Transfer Agreement dated January 4, 2012, executed by and between Darlene Trammel and the City of Las Vegas, Nevada. This Quitclaim Deed may be recorded by the City after November 30, 2061, or the death of Darlene Trammel, whichever is the first to occur, which recordation date will be a date considerably subsequent in time to the date of execution set forth below.

DATED this _____ day of _____, 2012.

By: _____
Darlene Trammell

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On this _____ day of _____, in the year 2012, before me, personally appeared Darlene Trammell, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that she executed it.

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 2012.

_____
NOTARY PUBLIC
In and for said County and State

EXHIBIT "A"

LEGAL DESCRIPTION

APN 138-24-812-021

A portion of the W. ½ of the W. ½ of the SE. ¼ of Section 24, T. 20 S., R.60 E., MDM, City of Las Vegas, Clark County, Plat Book 31, Page 21, Lot 5, Block 6, also commonly known as 5324 Isadora Court, Las Vegas, Nevada 89108

APN 138-24-812-021

WHEN RECORDED MAIL TO:
Economic and Urban Development
Department,
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: Sue Prescott

SHORT FORM DEED OF TRUST

THIS SHORT FORM DEED OF TRUST ("Deed of Trust") is made this ____ day of _____, 2012, by Darlene Trammell, as Trustor, in her individual capacity and as owner of the real property described below, whose common street address is 5324 Isadora Court, Las Vegas, Nevada 89108, to the City of Las Vegas, as Trustee, a municipal corporation within the State of Nevada, whose principal office is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101, Attention: Economic and Urban Development Department, for the benefit of the City of Las Vegas, as Beneficiary.

WITNESSETH:

WHEREAS, pursuant to the Grant Deed dated _____ and recorded on _____as Instrument _____in the Clark County Recorder's Office for the County of Clark, State of Nevada, Beneficiary has conveyed title and possession in fee simple determinable to Trustor for the period of time commencing with the recordation of the aforementioned Grant Deed and continuing in effect for a period approximately 50 years thereafter, to and including November 30, 2061, or until the death of Trustor, whichever is the first to occur, at which time the title and possession of the Property shall automatically revert back to Beneficiary without the need of any further judicial action on the part of the Beneficiary; and

WHEREAS, Trustor has received title and possession of the real property, and the improvements existing thereon, in fee simple determinable subject to the terms, conditions and covenants set forth in the Real Property Transfer Agreement dated January 4, 2012 (the "Agreement"), executed by and between Trustor and Beneficiary, which Agreement includes the right to terminate all of the rights, title and interests of Trustor if Trustor fails to perform the obligations, or comply with the requirements set forth in the Agreement.

NOW, THEREFORE, for the purpose of securing each obligation of Trustor contained herein and in the Agreement, Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, that certain property (the "Property") located in the City of Las Vegas, Clark County, State of Nevada, legally described as:

See Exhibit A attached hereto and by this reference is made a part hereof.

To protect the security of this Deed of Trust, Trustor agrees to abide by the terms, conditions and covenants of this Deed of Trust, the Grant Deed and the Agreement.

So long as Trustor shall well and truly perform its obligations to Beneficiary under this Deed of Trust, the Grant Deed and the Agreement, the obligations of Trustor under this Deed of Trust and the Agreement will terminate with respect to the Property when title and possession has automatically reverted to Beneficiary at the expiration of the Term as provided in the Grant Deed and the Agreement. Trustee, if so requested by Beneficiary, shall re-convey to Trustor, its successors or assigns, all of Trustee's estate in the parcel heretofore conveyed to Trustee by Trustor under this Deed of Trust if Beneficiary determines that such re-conveyance is desirable or necessary in order to clear title as a matter of public record.

The following Covenant Nos. 1, 2, 3, 4, 5, 6, 7, 8, and 9 of NRS 107.030 are hereby adopted and made a part of the Deed of Trust. Such provisions so incorporated shall have the same force and effect as though specifically set forth and incorporated in this Deed of Trust.

Trustor requests that a copy of any Notice of Default, Notice of Sale or Notice of Lien pertaining to the Property hereunder be mailed to Trustor at the address set forth in the first paragraph above.

TRUSTOR:

By _____
Darlene Trammell

State of Nevada)
)
County of Clark)

On this _____ day of _____, 20 _, before me, the undersigned, a Notary Public in and for said County and State, Darlene Trammell personally appeared, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

_____
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

APN 138-24-812-021

A portion of the W. ½ of the W. ½ of the SE. ¼ of Section 24, T. 20 S., R.60 E., MDM, City of Las Vegas, Clark County, Plat Book 31, Page 21, Lot 5, Block 6, also commonly known as 5324 Isadora Court, Las Vegas, Nevada 89108

City of Las Vegas Agenda Item No.: **15.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**

Amount: $70,454,994.46
Funding Source: All Funds
Dept./Division: Finance Department

PURPOSE/BACKGROUND:
In compliance with the City's Municipal Code, Chapter 4.12, this is an informational item that provides the dollar amount of disbursements processed by the Finance Department.

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
Summary of Cash Expenditures for the period 12/01/11 - 12/12/11

City of Las Vegas

Summary of Cash Expenditures

For period of 12/01/11 to 12/12/11

Total Services & Materials Checks :	**$5,019,332.52**
Total Services & Materials EFT Payments :	**$7,733,207.91**
Total Wire Transfers:	**$48,060,993.08**
Total Payroll Checks:	**$9,641,460.95**
Grand Total:	**$70,454,994.46**

I hereby certify that I have reviewed the above amounts and approved them for payment as being in compliance with all applicable laws to the best of my knowledge and belief.

Candace Falder
Director of Finance

Beverly K. Bridges, MMC
City Clerk

On January 4, 2012 the City Council approved the above cash expenditures.

Carolyn G. Goodman
Mayor

City of Las Vegas Agenda Item No.: **16.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve award of Agreement No. 120084-TF, Engineering Services Agreement for 3D Infrastructure Base Map - Main Street Pilot Corridor Project located on Main Street between Charleston Boulevard and Stewart Avenue - Department of Public Works - Award recommended to: VTN NEVADA ($575,110 - Public Works Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $575,110
Funding Source: Public Works CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
Consultant working with City staff will create a three dimensional model utilizing available survey data, develop training manuals and provide training to City staff. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: T. Fernandez
POC: James Thomas - (702) 873-7550

RECOMMENDATION:
That City Council approve award of Agreement No. 120084-TF, Engineering Services Agreement for 3D Infrastructure Base Map - Main Street Pilot Corridor Project to VTN Nevada in the amount of $575,110. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 120084-TF
2. Certificate - Disclosure of Ownership/Principals

ENGINEERING SERVICES AGREEMENT
FOR
3D INFRASTRUCTURE BASE MAP – MAIN STREET PILOT CORRIDOR PROJECT

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **400 Stewart Avenue, Las Vegas, Nevada 89101**, and **VTN Nevada**, (the "Consultant"), a corporation, whose address is **2727 S. Rainbow Boulevard, Las Vegas, Nevada 89146**.

WITNESSETH:

WHEREAS, the City intends to obtain a 3D Infrastructure Base Map – Main Street Pilot Corridor (herein the "Project"); and

WHEREAS, the City desires to retain the Consultant who will be responsible for providing the professional services more fully described below and in the exhibits attached hereto; and

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 623, 623A, or 625, whichever is legally required for the services to be provided within the State of Nevada, and is in compliance with NRS 623.349 for architects, interior designers, and residential designers and NRS 623A.250 for landscape architects, which requires that control and no less than two-thirds ownership of the business organization or association be held by persons registered or licensed in the State of Nevada pursuant to NRS Chapters 623, 623A, or 625, and possesses the special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under this Agreement.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections One through Ten hereof:

SECTION ONE
CONSULTANT RESPONSIBILITIES

1.01 ***Description of Consultant's Services.*** For the compensation set forth in Section Seven, the Consultant hereby agrees to perform the basic services set forth in the Scope of Services, **Exhibit "A"** attached hereto and incorporated herein as a part of this Agreement and, if so requested, the additional services set forth in the Additional Compensation, **Exhibit "E"** attached hereto and incorporated herein as a part of this Agreement and to provide the submittals described in the Required Submittals **Exhibit "B,"** attached hereto.

1.02 ***Performance Standards.*** In performing the services set forth in this Agreement, the Consultant shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Agreement.

1.03 ***Document Review.*** The Consultant shall be responsible for reviewing each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for the purpose of ensuring that such documents are technically sound, in conformance with applicable federal, state and local laws and other regulations, and do not violate or infringe upon any patent rights.

1.04 ***Waiver.*** The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant shall remain liable for any damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

1.05 ***Designation of Consultant's Representative.*** The Consultant's representative is the individual identified in the Key Personnel List, **Exhibit "F"** attached hereto (the "Consultant Representative") to act in that capacity, who shall be responsible for the services required under this Agreement. The services specified by this Agreement shall be performed by the personnel identified in the Key Personnel List provided that such associates and employees perform under the personal supervision of the Consultant Representative.

If any person or subconsultant who is expected to provide any of the services required under this Agreement is objectionable to the City for any reason, the Consultant shall, without additional compensation, replace such person or subconsultant with someone acceptable to the

City.

If the Consultant's personnel are unable to complete their responsibilities for any reason under this Agreement, or the Consultant desires for any reason to substitute personnel assigned to the Project, the Consultant agrees to obtain the approval of the City for the substitution. The City shall not unreasonably deny approval unless the City adjudges the substitution not be in the interest of the City or the Project.

If the Consultant fails to make an acceptable replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 10.03 of this Agreement.

1.06 ***Correspondence Review.*** The Consultant shall furnish the City Representative copies of each correspondence, if any, sent to any contractor involved with the Project, and to any regulatory agencies, for approval and review prior to mailing such correspondence.

1.07 ***Cooperation with the City.*** The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing the services under this Agreement and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

1.08 ***Responsibility for Construction Document Revisions.***

A. ***Applicability.*** The Consultant's responsibility described in this Section applies only if the Consultant is responsible for providing a construction cost estimate and preparing construction documents for the Project.

B. ***Responsibility for Revisions.*** The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the Construction Cost Budget set forth in the Scope of Services or as may be otherwise agreed upon in writing by parties. If the bids or proposed price received by the City exceeds the Construction Cost Budget, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost to within the Construction Cost Budget and to modify the construction documents without additional compensation. In order to meet the Construction Cost Budget, the Consultant may, with the approval of the City, segregate portions of the work as separate alternate bid items so that bids received by the City to construct the Project will come within the Construction Cost Budget.

"Construction Cost Budget" as used herein means the monetary limit established by the City for construction of the Project which limit includes the cost of the contractor's labor, materials, equipment, expenses, overhead and profit, but excludes the Project's soft costs, cost of change orders and other cost impacts encountered after award of the construction contract.

SECTION TWO
CITY RESPONSIBILITIES

2.01 ***City Representative.*** The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this Agreement. The City Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.01 through 10.24 of this Agreement.

2.02 ***Review of Consultant's Services and Documents.*** The services to be performed by the Consultant shall be subject to periodic review by the City Representative. To prevent an unreasonable delay in the Project, the City Representative will endeavor to examine and comment in writing on the documents furnished by the Consultant including, without limitation, the plans, drawings, specifications, test results, evaluations, and reports within twenty-one (21) days of receipt of such documents, unless the Contract provides for a different review time with respect to the document.

2.03 ***Access to Records.*** The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, and other documents related to the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

2.04 ***Cooperation with Consultant.*** The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Agreement and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not

conflict with the Consultant's other responsibilities. The City shall provide access to the Consultant on to the Project site as may be required to perform the services under this Agreement.

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

3.01 ***Requested Changes.*** The City may at any time, by written order, make a change in the services to be performed by the Consultant under this Agreement.

3.02 ***Adjustment of Compensation.*** If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Agreement, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Agreement shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.20B and 10.20C of this Agreement. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

4.01 ***Additional Services.*** The Consultant shall provide the additional services described in the Additional Compensation if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Agreement.

4.02 ***Attendance at Meetings or Public Hearings.*** The Consultant shall notify the City in advance of any additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary in connection with the services performed by the Consultant under this Agreement.

SECTION FIVE
SUBCONSULTANT AGREEMENT

5.01 ***Subconsultant Provisions.*** If, with the approval of the City as required pursuant to Section 10.07, the Consultant enters into an agreement with a subconsultant for the performance of any of its obligations under this Agreement, the Consultant agrees to include in each subconsultant agreement a provision that:

(i) the Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant for payment of the subconsultant services until payment has been made by the City. If the City has paid the Consultant for the subconsultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,

(ii) the subconsultant shall have no more rights against the City than that of the Consultant,

(iii) the subconsultant agrees to be bound by the terms, conditions and obligation of this Agreement unless the City has approved any deviation, change or modification in writing, and

(iv) unless otherwise approved in writing by the City Representative, the subconsultant shall obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant in this Agreement.

SECTION SIX
TERM OF AGREEMENT

6.01 ***Term.*** This Agreement shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Agreement) and shall remain in force and effect for one year with one 1 year option to renew, until the Project is completed unless terminated earlier pursuant to Section 10.02 or 10.03 of this Agreement. Such termination shall not release either party from any of its continuing obligations under this Agreement.

6.02 ***Disputes.*** This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Agreement or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Agreement or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

7.01 ***Compensation: Basic Services.*** For the services to be performed by the Consultant under this Agreement and set forth in the Scope of Services, the City agrees to pay the Consultant the fee in the amount identified in the Fee Breakdown, **Exhibit "D"** attached hereto, pursuant to invoices submitted in accordance with Section 7.04 of this Agreement.

7.02 ***Compensation: Additional Services.*** For any services not set forth in the Scope of Services, the City shall pay to the Consultant either a lump sum fee, or an hourly fee based on the hourly labor rate schedule set forth in the Additional Compensation, whichever is agreed to by the parties, provided prior written approval for such services is given by the City Representative.

7.03 ***Compensation: Reimbursable Expenses.*** The Consultant agrees that all of its direct and indirect expenses are included in the fee for Basic Services and the agreed upon compensation for any Additional Services, except as may be specifically allowed for reimbursable expenses as part of the Additional Compensation.

7.04 ***Payment Invoicing.*** The Consultant may submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in the Fee Breakdown. The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of (60) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.20A of this Agreement.

7.05 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims which the City may have for failure of the Consultant to comply with the terms, conditions or covenants of this Agreement, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. The City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. If the Consultant disputes the right or amount of the off-set made by the City, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

7.06 ***Final Payment.*** Upon completion of the services required under this Agreement, and acceptance thereof by the City (which acceptance will not be unreasonably withheld), the Consultant will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services.

SECTION EIGHT
PERFORMANCE SCHEDULE

8.01 ***Performance Schedule.*** The Consultant shall perform and complete the services required under this Agreement according to the schedule (the "Performance Schedule") set forth in the Schedule of Performance, **Exhibit "C"** attached hereto. If the performance of services is delayed or submittals are not delivered in the time period as outlined in the Performance Schedule, the Consultant shall notify the City Representative in writing of the reasons for the delay and include a plan which brings the Consultant's performance into compliance with the Performance Schedule.

SECTION NINE
AUDIT: ACCESS TO RECORDS

9.01 ***Records.*** The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this Agreement. The Consultant agrees to maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used to prepare or support the invoices submitted to the City. Audits conducted pursuant to this provision shall be in

accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

9.02 ***Disclosure.*** The Consultant shall be afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include the written comments, if any, of the Consultant.

9.03 ***Period of Maintenance.*** The books, records and other documents under Sections 9.01 and 9.02 of this Agreement shall be maintained for three (3) years after the date of the final payment for the services under this Agreement. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Agreement, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

9.04 ***Subcontract Provisions.*** The Consultant agrees to include Sections 9.01 through 9.03 of this Agreement in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of $10,000.

SECTION TEN
MISCELLANEOUS PROVISIONS

10.01 ***Suspension.*** The City may suspend, without cause, the performance by the Consultant under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation earned as of the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the City. In no event shall the City be liable to the Consultant for services in excess of the percentage completed at the time of suspension.

If, after notice to resume performance has been given by the City, the suspension was for a period in excess of ninety (90) days, which has resulted in an increase in the performance of the Agreement to the Consultant and:

(i) the Consultant was not a contributing cause for the suspension,
(ii) the Consultant has not received an equitable adjustment under another provision of this Agreement, and
(iii) the Consultant could not mitigate the increase in the performance cost,

then the Consultant's fee shall be reviewed by the City and, if justified, equitably adjusted to provide for any additional expenses resulting from the suspension.

10.02. ***Termination for Convenience.*** The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant served pursuant to Section 10.18 of this Agreement. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant. In no event shall the City be liable to the Consultant for services in excess of the percentage completed at the time of termination.

10.03 ***Termination for Cause or Other Resolution.***

A. ***Default.*** The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"). If, during the term of this Agreement, the Consultant:

(i) defaults in the due observance and performance of any term, condition or covenant contained in this Agreement,

(ii) (a) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,

(iii) allows any warrant, execution or other writ to be issued or levied upon any property or assets of the Consultant

which continues unvacated and in effect for a period of thirty (30) days, or

(iv) fails, in the judgment of the City, to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Agreement,

and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

B. ***City's Rights.*** Upon the occurrence of an Event of Default, and without prejudice to any other right or remedy it may have at law or equity, the City may:

(i) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Agreement by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Consultant the cost of completing this Agreement. In the event the cost of finishing the Consultant's performance of this Agreement exceeds the balance due the Consultant, the excess shall be paid by the Consultant to the City within five (5) days of invoicing by the City,

(ii) terminate this Agreement, and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed to the date of termination, or

(iii) Continue with performance by the Consultant and serve within a reasonable time after completion of the Agreement a request to arbitrate the Event of Default as a claim or dispute pursuant to the arbitration procedure set forth in Section 10.20.

In the event that the City elects to implement (i) above, the costs and expenses of completing this Agreement shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the Consultant.

10.04 ***Ownership of Documents.***

A. ***Architectural Works.*** To the extent that the Consultant's services involves the design of an architectural work as defined herein, the Consultant shall retain all common law and statutory rights of ownership, including copyrights, to the drawings and specifications prepared by the Consultant for this Project. The Consultant is deemed to be the author of the drawings and specifications as instruments of service to the City. Notwithstanding the foregoing, the Consultant hereby grants to the City the right to use (including the right of reproduction and use in the creation of new documents) the drawings and specifications for the purpose of completing the Project or for any subsequent maintenance, repair, renovation, remodeling or addition thereto. The rights granted herein to the City shall extend and include any new consultant which the City may retain for the aforementioned purposes. The Consultant hereby releases the City, and any new consultant retained by the City for the aforementioned purposes, from any and all claims in connection with the use or reproduction of the drawings and specifications. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection.

B. ***Other Works.*** To the extent that the Consultant's services does not involve the design of an architectural work, the City shall have all common law and statutory rights of ownership, including copyrights, to the plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies, excepting any proprietary forms, templates, and checklists specifically listed for City ownership exclusion elsewhere in this Agreement) (collectively herein the "Documents") prepared or assembled by the Consultant, or any of its subconsultants, for this Project. The Consultant hereby releases the City, and any new consultant retained by the City from any and all claims in connection with the use or reproduction of the Documents. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection. The Consultant shall be entitled to retain a reproducible copy of the documents furnished to the City.

C. ***Definition of Architectural Work.*** For purposes of this Agreement, "architectural work" shall have the same definition as set forth in Architectural Works Copyright Protection Act of 1990, P. L. 101-650, Title VII, Section 70 et. seq.

D. ***Delivery of Documents.*** In the event of the completion, suspension or termination of this Agreement, the City shall have the right to require delivery of any and all of the plans, drawings, specifications, and all other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in the possession of the City.

E. ***Confidentiality.*** The plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies) (including the magnetic or electronic media of the aforementioned documents) which are prepared or assembled by the Consultant, or its subconsultants, under this Agreement shall not be made available to any individual or

organization without the prior written consent of the City. Except for marketing pamphlets and submittals to clients, the Consultant shall not publish, submit for publication, or publicly display the Project without the written consent of the City. The obligations of confidentiality shall survive the termination of this Agreement.

F. ***Contractual Rights.*** Notwithstanding the provisions of 10.04 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Agreement, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

10.05 ***Insurance.*** The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following insurances:

A. ***Worker's Compensation Insurance.*** This insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

B. ***Commercial General Liability Insurance.*** This insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of $1,000,000 combined single limit for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured.

C. ***Commercial Automobile Liability Insurance.*** This insurance shall protect the Consultant from claims of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles owned by the Company and include coverage for hired and non-owned vehicles. The Consultant's automobile liability insurance policies shall be endorsed to include the City as an additional insured.

D. ***Professional Liability Insurance (Errors and Omissions Coverage).*** This insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Agreement.

E. ***Cancellation or Modification of Coverage.*** The Consultant's Commercial General Liability and Professional Liability Insurance Policies shall automatically include or be endorsed to cover the Consultant's contractual liability to the City under this Agreement, and with respect to its Commercial General Liability Policy, to waive subrogation against the City, its officers, agents, servants and employees. The policies shall provide that the City will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

F. ***Certificates and Endorsements.*** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed $25,000 without the written approval of the City. The Consultant shall deliver to the City's authorized designated representative named in **Exhibit "B"** (Required Submittals) certificates indicating that such insurance is in effect before any services are provided under this Agreement and renewal certificates not less than 30 days prior to the expiration date of any policy.

G. ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.05 for the duration of this Agreement and liability coverage as required by Section 10.05 for two years following completion of this Agreement.

10.06 ***Indemnity.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify and hold the City, its Mayor, Councilmen, officers, employees and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement and copyrights claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant, its employees, subcontractors, agents or anyone employed the Consultant's subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at is own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant, its employees, subcontractors or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including attorney fees and court costs) which is proportionate to the liability of the Consultant.

As used in this Section 10.06, "agents" means those persons who are directly involved in and acting on behalf of the City or the Consultant, as applicable, in furtherance of the contract or the public work to which the contract pertains.

10.07 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

10.08 ***Waiver.*** No consent or waiver, express or implied, by either party to this Agreement, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

10.09 ***Consultant Warranties.*** The Consultant hereby represents and warrants that:

(i) it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement; that it is experienced, competent, qualified and able to furnish the plant, tools, materials, supplies, equipment and labor which is used to perform the services contemplated by this Agreement, and that it is authorized to do business in the City of Las Vegas and the State of Nevada,

(ii) it holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license,

(iii) its computer hardware, software, and firmware will continue functioning without interruption, and will continue to accurately process date, time, and data necessary to the performance of this Agreement, and

(iv) it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999, (effective October 1, 1999), as amended by resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as **Exhibit "G"** (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to **Exhibit "G,"** the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on **Exhibit "G"** within fifteen (15) days of such change.

10.10 ***Consultant's Employees.*** The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this Agreement whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

10.11 ***Independent Contractor.*** It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

10.12 ***Applicable Law.*** This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

10.13 ***Compliance with Laws.*** The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation,

the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

10.14 ***Severability.*** In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

10.15 ***Confidentiality.*** The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City, as confidential and proprietary information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require each subconsultant to comply with this requirement. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication relieving the Consultant of its confidentiality obligation imposed herein.

10.16 ***Site Inspection.*** The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

10.17 ***Modification.*** All modification or amendments to this Agreement are null and void unless reduced in writing and signed by the parties hereto.

10.18 ***Notice.*** Any written notice required to be given under Sections 1.01 through 10.24 of this Agreement shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service or (ii) deposited with the United States Postal Service, postage prepaid, addressed to the City Representative or the Consultant Representative, whomever is the proper recipient, and mailed to the address set forth in the introductory paragraph to this Agreement.

10.19 ***Prohibition Against Contingent Fees.*** The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Agreement with the Agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.20 *Claim or Dispute Resolution.*

A. ***Notice of Claim or Dispute.*** For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.02 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently arbitrating that particular claim or dispute pursuant to Section 10.20C of this Agreement, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20B or 10.20C, the Consultant shall proceed diligently with the performance of this Agreement.

B. ***Resolution by Management.*** The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20A in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to arbitrate the claim or dispute, in which event the parties shall proceed with the arbitration pursuant to provisions of Section 10.20B. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

C. ***Resolution by Arbitration.*** Upon receipt of the request to arbitrate authorized pursuant Section 10.03B or Section 10.20B, the City and the Consultant shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach an agreement, then each party shall select an arbitrator for purposes of the appeal, and the two shall select a third arbitrator within 20 days of their appointment. If the selected arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association or the Nevada Arbitration Association, whichever is designated by the City. Each party shall be afforded an opportunity to be heard and to offer evidence in support of or against the appeal. The decision of the arbitrator, or arbitrators, as the case may

be for the determination of the appeal, shall be final, conclusive and enforceable under the laws of the State of Nevada.

D. ***Right of Consolidation.*** Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional party or parties who are not a party to this Agreement if so requested by the City or the Consultant. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitrate any claim or dispute not described as a part of the original arbitration unless otherwise agreed to by the parties.

E. ***Right of Joinder.*** In the event the City is named as a party to any arbitration, or the City commences an arbitration against a party other than the Consultant, which arbitration is related to, or connected with, the construction of the Project or the performance of the Consultant's services hereunder (such as, without limitation, any arbitration between the City and the contractor awarded the contract to construct the Project), the Consultant agrees and irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. The decision of the arbitrator or arbitrators, as the case may be, in the arbitration to which the Consultant has been joined as a party, shall be binding and enforceable against the parties thereto under the laws of the State of Nevada.

If the Consultant is named as an additional party by the City, the Consultant shall not be entitled to any additional compensation from the City as a result of preparing for, and participating in, the arbitration.

F. ***Discovery.*** In the event of arbitration, the parties agree that all means of discovery including, but not limited to, depositions and interrogatories, will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules of discovery provided under the Nevada Rules of Civil Procedure.

G. ***Award Final.*** The award rendered by the arbitrator shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

H. ***Mediation.*** Subsequent to the commencement of any arbitration pursuant to Section 10.20C, and prior to any decision arising therefrom, the parties may endeavor with written mutual consent to settle disputes by mediation in accordance with the mediation rules of the mediation service agreed by the parties. The cost of the mediation shall be shared equally by the parties.

10.21 ***Attorney Fees.*** The prevailing party in any litigation or arbitration brought to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and court costs.

10.22 ***Calendar Day.*** All references in this Agreement to days are to calendar days unless otherwise indicated.

10.23 ***Exhibits.*** All exhibits referenced in this Agreement are hereby incorporated by this reference as a part of this Agreement. Any conflict between the provisions of this Agreement and the Exhibits incorporated herein shall be governed by the provisions of this Agreement.

10.24 ***Counterparts; Electronic Delivery.*** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

10.25 ***Agreement Version.*** This document reflects the current standard provisions for the City's Professional Services Agreement updated as of April 8, 2008.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ATTEST

Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM

John S. Ridilla 12/8/11
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

CITY OF LAS VEGAS

By
Kathleen C. Rainey, Manager, Purchasing & Contracts

CONSULTANT

By
James A. Thomas, P.E., VTN Nevada

LIST OF EXHIBITS

EXHIBIT " A " Scope of Services

EXHIBIT " B " Required Submittals

EXHIBIT " C " Performance Schedule

EXHIBIT " D " Fee Breakdown

EXHIBIT " E " Additional Compensation

EXHIBIT " F " Key Personnel List

EXHIBIT " G " Certificate

EXHIBIT "A"

Scope of Services

ARTICLE 100: GENERAL INFORMATION

100 PRELIMINARY ASSESSMENT / ATTEND MEETING(S)

100.1 – VTN will coordinate and attend kick-off meetings to establish project procedures as well as services to be provided. The meeting will also finalize project scope, staff, as well as set a soft schedule for milestones to be completed during the project.

100.2 – VTN will coordinate and attend two (2) monthly project meetings to monitor project progress and deliverables. These meetings will be attended by the appropriate VTN staff as well as those members of the City staff selected to serve on the Project Oversight Committee.

100.3 – VTN will attend meetings and presentations for various City staff as requested. Direct Expenses cost for Plotting and printing of all documents.

Deliverable(s) – VTN will provide minutes of every meeting and post to the appropriate individuals.

200 ASSIST EVALUATION OF PROJECT HARDWARE AND SOFTWARE NEEDS

200.1 – VTN will assist the City staff with the identification and analyzation of hardware and software requirements for the City including but not limited to, video cards, ram, hard drive space, processors, and other system requirements. Consult with the City's IT and CAD design staff on the latest versions of software that will be used to build and analyze the 3D models.

200.2 – VTN and City staff will perform ongoing evaluation of the implementation of the hardware, software, and related system integration as well as assist with modifications deemed necessary by the City.

Deliverable(s) – VTN will have two workshop meetings with the City of Las Vegas IT department to review hardware and software, and finalize requirements. VTN will provide Technical Memo of hardware and software requirements.

300 COMPILE PROJECT DATA

300.1 – Work in conjunction with the City staff to collect and compile available information and data for use in building the most accurate existing ground model.

300.2 – Utilities Coordination and Design – VTN will provide coordination services and assist the City staff in establishing procedures and methods for all project utility information and data storage. VTN will assist City staff in the utilization of in-house field survey capabilities and Sub-Surface Utility Standards (SUE 38-02). In addition, comprehensive potholing of existing utility locations can be obtained as directed by the City. VTN will coordinate and work with the City staff in modeling available underground and overhead utilities, researching record utility locations, maintaining new and purposed utility installations. VTN will assist the City in establishing criteria and acceptable tolerance limits necessary for utility clearances and relocation requirements VTN will build an existing ground surface to integrate with utility locations to tie into above ground modeling such as fire hydrants, manholes, street lights, building, etc.

- Existing Ground Surface

- Existing Utility Improvement Plans
- Existing GIS Data
- Existing As-Built (CLV Survey, CLV Pot Hole Data, Etc.)
- Ground Penetrating Radar (GPR) **EVALUATION ONLY**

300.3 – Compile above Ground Utility Data – VTN will assist the City staff with determining available means and methods to addressing existing above ground data. The information and modeling will include but not limited to the following:

300.4 – Compile available City of Las Vegas provided GIS data to incorporate into a base for use with the digital model and link all related data into the data base.

Information will be:

- Parcel Lines
- Section Lines
- Zoning
- Land Use

300.5 – VTN will work with the City of Las Vegas to determine available pothole information. Previous pot holing will be used to help locate and mark existing utilities. Potholing is performed to verify the location and depth of the utility lines.

300.6 – Establish coordinate system that will be used to import and export data – *VTN will assist the City Survey Manager in implementing a Ground to Grid Coordinate system that will serve as the basis of control for the 3D Digital City. VTN will also coordinate and advise, as requested. VTN will utilize Geodetic Analysis, LLC as a sub consultant to create a Low Distortion Projection (LDP) coordinate system design for the City of Las Vegas.*

300.7 - VTN will assist the city staff as directed by the city in collection supplemental pilot corridor.

301 – VTN will assist the City staff with determining available means and methods to integrate information utilizing available data. VTN will assist the City with creating 3D building envelopes and the creation of models.

- 3D Models (CLV, Google, VTN, Others)
  - Buildings
  - Power Poles
  - Utilities
  - Signs
  - Roads

Deliverable(s) – Provide an initial coordinate system for the section of downtown model area which may be used for the Las Vegas Valley area in future City projects. City will maintain ownership of City owned buildings that will be modeled for this project. The model will also incorporate readily available building models obtained from internet 3D modeling sites.

400 ESTABLISH CLV STANDARD STYLES TEMPLATE

400.1 – VTN will assist the City staff to develop a City standard styles template for utilization on all in-house and consultant designed projects. The template will allow the City to establish and implement drawing standards necessary for quality control as wells as incorporation into the City's model.

- (NCS) National CAD Standards for Layers
- Document CLV Standards
  - Table of Content
  - Drawing Submittals
  - Drawing Naming
  - Layer Names

- Styles
- 3D Model
- Survey
- Pot Hole Standard
- Utility Standards

400.2 – VTN will assist the City staff to develop a City standard manual for utilization on all in-house and consultant designed projects. The manual will allow the City to establish and implement drawing standards necessary for quality control as wells as incorporation into the City's model. To cover all items in 500.1 Direct Expenses cost for Plotting and printing of all documents.

Deliverable(s) – Engineering and Survey Styles templates and Technical Memo

500 PILOT CORRIDOR

Project Location: The pilot corridor to be developed by VTN is along the corridor of Main Street, between Charleston Boulevard and Stewart Avenue within the City of Las Vegas downtown area.

500.1 – Utilities Coordination and Design – VTN and City staff will create a 3 dimensional model utilizing available field survey data as well as SUE 38-02 for the detailed utility designations. VTN will self-perform as well as coordinate and assist the City staff with obtaining and modeling of known sanitary sewer and storm drains and associated facilities as well as readily available above ground utilities. Build existing ground surface data to integrate with the provided utility locations to tie into above ground modeling such as fire hydrants, manholes, street lights, building, etc.

500.2 – Clash Detection (Verify Clearances and design criteria for established sanitary and storm utilities) VTN Will utilizes Civil 3D and related software to preform utility clash detection as well as model the proposed crossings of all known utilizes.

500.3 – 3D Modeling

- Navisworks Manage
- Facility Management (Link 3D Utilities)
  - GIS Data
  - PDF Utility Plan sets
  - City Utility Standards
  - Etc.
- Compile Engineering, Survey, Planning, and GIS data into Infrastructure Modeling Software (3D City Model)
  - Above and Below Ground

Deliverable(s) – AutoCAD Civil 3D drawing of identified utilities within the stated limits of the Pilot Corridor. Provide an initial coordinate system for one section of the downtown model area which will be used for future City projects. The City will maintain sole ownership of all 3D building and roadway models.

600 ESTABLISHMENT OF THE CITY'S SUBSURFACE UTILITY ENGINEERING STANDARD (SUE)

600.1 – VTN will work with City staff to establish the standards to ensure quality assessment and reference methods. The use of quality levels allows project owners to decide what quality level of information they want to apply to their risk management challenge and to certify on project plans that a certain level of accuracy and comprehensiveness has been provided.
VTN will use the following four recognized quality levels of underground utility information ranging from Quality Level (QL)

D (the lowest level) to Quality Level A (the highest level) as described below:

- *Quality Level D. QL-D is the most basic level of information for utility locations. It comes solely from existing utility records or verbal recollections, both typically unreliable sources. It may provide an overall "feel" for the congestion of utilities, but is often highly limited in terms of comprehensiveness and accuracy. QL-D is useful primarily for project planning and route selection activities.*

- *Quality Level C. QL-C is probably the most commonly used level of information. It involves surveying visible utility facilities (e.g., manholes, valve boxes, etc.) and correlating this information with existing utility records (QL-D information). When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, is primarily on rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.*
- *Quality Level B. QL-B involves the application of appropriate surface geophysical methods to determine the existence and horizontal position of virtually all utilities within the project limits. This activity is called "designating". The information obtained in this manner is surveyed to project control. It addresses problems caused by inaccurate utility records, abandoned or unrecorded facilities, and lost references. The proper selection and application of surface geophysical techniques for achieving QL-B data is critical. Information provided by QL-B can enable the accomplishment of preliminary engineering goals. Decisions regarding location of storm drainage systems, footers, foundations and other design features can be made to successfully avoid conflicts with existing utilities. Slight adjustments in design can produce substantial cost savings by eliminating utility relocations.*

- *Quality Level A. QL-A, also known as "locating", is the highest level of accuracy presently available and involves the full use of the subsurface utility engineering services. It provides information for the precise plan and profile mapping of underground utilities through the nondestructive exposure of underground utilities, and also provides the type, size, condition, material and other characteristics of underground features.*

600.2 - ASCE Standard Subsurface Utility Engineering (S.U.E.) 38-02
The following colors to be adopted by all utilities for modeling all underground utilities. 3D Utilities Color Codes

- Street Lighting, Electric, traffic Signals (Red)
- Water (Blue)
- Telephone, Railroad, Cable TV (Orange)
- Storm Drain, Sewer (Green)
- Survey (Pink)
- Proposed Excavation (White)

Deliverable(s) – Defined 3D model standards for use on all future City projects incorporating the subsurface utility engineering (SUE) standards using color coding and linking utilities to the City of Las Vegas data such as Engineering, Survey, Planning, and GIS.

700 TRAINING

700.1 – VTN will provide on-site training courses created and developed by VTN. The training will be structured to utilize a Computer Based Training (CBT) curriculum designed to meet the needs and skill sets currently possessed by the selected City staff. VTN will combine an easy-to-use work flow, real world exercises, project specific training options to provide a comprehensive self-paced training program and on-going support.

700.2 - VTN will assist the City staff with determining methods for City staff utilization and work flow model. If required,

VTN will also assist in the development of a training manual for City staff to be trained in use of the 3-D GIS-based spatial model and geo-databases as well as the potential use of "Sketch-Up" software and conduct appropriate training sessions. VTN will meet with the Project Advisory Committee periodically throughout the project to brief them on model and database development issues and to specifically review work task products.

- (6) City of Las Vegas employees
- Schedule in-house time for training (2 Days a Week for 6 Months)

Direct Expenses cost for Plotting and printing of all documents.

Deliverable – Development of six (6) additional limited corridors to be incorporated into the City's overall downtown model, designated by the City staff, (6) Training Manuals and (6) Training Modules. Track and document the training process and classes as well as assist the City with the production of a procedures manual plus a technical memo for staff. Build 3D model standards for Subsurface Utility Engineering (SUE) standards.

800 SPECIAL SERVICES

800.1 – Ground Penetrating Radar can be obtained along a designed portion of the proposed corridor. The use of GPR is intended to provide the City with an evaluation process to determine what potential benefits / limitations exist with Ground Penetrating Radar and its inclusive value on future endeavors. This service would be provided as an additional service to the contract to be agreed by both parties. VTN would utilize the services of a sub-consultant to provide the GPR services as a direct expense to the City of Las Vegas for a one block section Right-of-way to Right-of-way in front of the city court house.

800.2 – Presentations- As directed and authorized by the City, VTN will work with the city on creating Videos, PowerPoint's, or other presentation as needed during the life of this project.

800.3 - Additional Engineering Services – VTN will provide Civil engineering general services that will cover any additional general engineering for the scope of services from 100.1.1 to 100.7.2 as directed by the City of Las Vegas.

ARTICLE 102: SUBCONTRACTS

102.1 The Consultant agrees to include in all its subcontracts related to the Project, and require the same of all sub-subconsultant contracts at all tiers, the provisions of this Agreement related to the City's and Consultant's rights (including copyright), ownership and uses of the concepts, designs, documents, intellectual property, and tangible property.

ARTICLE 103: REGULATORY AUTHORITIES

103.1 The Consultant does hereby acknowledge, understand and agree that the Capital Project Management Section of the Department of Public Works, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, Planning Department and Department of Public Works of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the Capital Project Management Section of the Department of Public Works does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Capital Project Management Section of the Department of Public Works. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

END OF EXHIBIT "A"

EXHIBIT "B"

Required Submittals

ARTICLE 200: GENERAL

200.1 All submittal requirements are outlined in Exhibit A – Scope of Services. Consultant shall refer to deliverables or other submittal requirements outlined in Exhibit A.

200.2 Certificates of Insurance

The Consultant shall deliver to Insurance Tracking Services, Inc. (ITS), the City's authorized designated representative, a certificate of insurance with respect to each required policy to be provided by the Consultant under this Agreement. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 • Fax: 562-435-2999
Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) shall be provided to the City upon request.

The Consultant shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: NOTICE TO PROCEED

300.1 The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Agreement. The Consultant shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Scope of Services set forth in this Agreement and the compensation to Consultant for said Scope of Services is based upon the Consultant and the City each performing its responsibilities in a timely manner.

300.2 Site access is hereby provided to the Consultant by the City for the scope of services contained in this Agreement. The City either has title to the property and the right of entry, or the City has secured permission from the present owner and tenant for entry to the property. The Consultant shall coordinate site access with any contractors working on site.

ARTICLE 301: SCHEDULE OF SERVICES

301.1 For the services set forth in Exhibit "A" (Scope of Services), the Consultant shall accomplish the services in accordance with the following schedule:

TASK	CALENDAR DAY PERIOD	REMARKS
100 – Preliminary & General Items	1 - 270	Required throughput project period
200 – Assist IT Department Hardware/Software	1 – 60	
300 – Compile Data	30 – 90	
400 – CLV Standard Styles Template	90 – 270	
500 – Pilot Corridor	1 – 150	
600 – Subsurface Utility Engineering Standard (SUE)	90 – 270	
700 – Training/Mentoring/Manual	30 – 210	
800 – Special Services	As Requested by CLV	Per CLV Authorizations
TOTAL		

END OF EXHIBIT "C"

EXHIBIT "D"

Fee Breakdown

ARTICLE 400: TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Agreement including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed **$575,110,00.00**. Increases to total compensation may only be authorized by written amendment to this Agreement. This total compensation amount is comprised of the parts described in this Exhibit "D" and Exhibit "D-1" (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT BASED UPON COMPLETION OF DELIVERABLES

401.1 For the services set forth in Exhibit "A" (Scope of Services), the City agrees to pay to the Consultant the fixed fee set forth in this Exhibit "D" and Exhibit "D-1" (Fee Breakdown) based upon the completed of, and acceptance by the City, of each Deliverable identified in Exhibit "A" (Scope of Services). The Consultant agrees to perform the services and complete the Deliverables required under this Agreement Exhibit "A" (Scope of Services) for the amount of the fixed fee set forth in this Exhibit "D" and Exhibit "D-1" (Fee Breakdown). Payment shall be made for each completed Deliverable pursuant to invoices submitted in accordance with the Agreement. The fixed fee shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Exhibit "A" (Scope of Services).

ARTICLE 402: ALLOWANCE FOR ADDITIONAL SERVICES

402.1 A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below and Exhibit "E-1" (Fee Breakdown). The City Representative has authority to pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

402.2 Additional Services are services that are not set forth in Exhibit "A" (Scope of Services).

402.3 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Exhibit "E" and Exhibit "E-1" (Fee Breakdown), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Exhibit "E" and Exhibit "E-1" (Fee Breakdown). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Agreement and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with the Agreement.

402.4 Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Agreement.

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$54,800	See Exhibit A

END OF EXHIBIT "D"

FEE BREAKDOWN
Exhibit "D-1"

TASK	DESCRIPTION	Project Manager	Team Leader	Engineer	Design Technician	3D Modeler	Land Surveyor	Survey Crew	HDS Scan Crew	Admin/ Clerical	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		$180	$155	$125	$115	$125	$150	$210	$350	$80			
100	PRELIMINARY ASSESSMENT/ATTEND MEETINGS												
100.1	Kick-Off Meetings	20	20	0	0	0	0	0	0	0	40	$0.00	$6,700.00
100.2	Monthly Progress Meetings	32	64	32	0	0	0	0	0	0	128	$0.00	$19,680.00
100.3	Staff Meetings/Presentations	0	20	0	20	0	0	0	0	0	40	$2,500.00	$7,900.00
100	Subtotal Hours	52	104	32	20	0	0	0	0	0	208		
100	Subtotal Fee	$9,360.00	$16,120.00	$4,000.00	$2,300.00	$0.00	$0.00	$0.00	$0.00	$0.00		$2,500.00	$34,280.00
200	Assist EVAL OF PROJECT HARDWARE/SOFTWARE												
200.1	Identification Hardware/Software	0	40	0	10	0	0	0	0	0	50	$0.00	$7,350.00
200.2	Implementation Hardware/Software	0	80	0	10	0	0	0	0	0	90	$0.00	$13,550.00
200	Subtotal Hours	0	120	0	20	0	0	0	0	0	140		
200	Subtotal Fee	$0.00	$18,600.00	$0.00	$2,300.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$20,900.00
300	Compile Project Data												
300.1	Existing Ground Model	0	10	20	20	0	0	0	0	0	50	$0.00	$6,350.00
300.2	Underground Utilities	0	20	60	100	0	0	0	0	0	180	$0.00	$22,100.00
300.3	Above Ground Utilities	0	8	20	80	0	0	0	0	0	108	$0.00	$12,940.00
300.4	GIS Data (Parcel,ROW,Zoning,Etc.)	0	10	80	10	0	0	0	0	0	100	$0.00	$12,700.00
300.5	Pot Hole Information	0	0	60	30	0	0	0	0	0	90	$0.00	$10,950.00
300.6	Establish Coordinate System	0	10	0	40	0	30	40	0	0	120	$8,000.00	$27,050.00
300.7	Field Surveying	0	0	0	0	0	20	80	0	0	100	$0.00	$19,800.00
301	3D City Models (Buildings,Power Poles,Utilities,Etc.)	0	40	0	80	120	0	0	0	0	240	$0.00	$30,400.00
300	Subtotal Hours	0	98	240	360	120	50	120	0	0	988		
300	Subtotal Fee	$0.00	$15,190.00	$30,000.00	$41,400.00	$18,000.00	$7,500.00	$25,200.00	$0.00	$0.00		$8,000.00	$142,290.00
400	CLV Standard Styles Template												
400.1	Template Drawings (Survey, Engineering, Planning)	0	40	80	80	0	40	0	0	0	240	$0.00	$31,400.00
400.2	Manual on CLV Styles	8	60	80	20	0	0	0	0	80	248	$2,500.00	$31,940.00
400	Subtotal Hours	8	100	160	100	0	40	0	0	80	488		
400	Subtotal Fee	$1,440.00	$15,500.00	$20,000.00	$11,500.00	$0.00	$6,000.00	$0.00	$0.00	$6,400.00		$2,500.00	$63,340.00
500	Pilot Corridor												
500.1	Utilities Coordination and Design	0	20	136	200	0	0	0	0	0	356	$0.00	$43,100.00
500.2	Clash Detection	0	20	20	20	0	0	0	0	0	60	$0.00	$7,900.00
500.3	3D Modeling	0	150	55	55	300	0	0	0	0	560	$0.00	$73,950.00
500	Subtotal Hours	0	190	211	275	300	0	0	0	0	976		
500	Subtotal Fee	$0.00	$29,450.00	$26,375.00	$31,625.00	$37,500.00	$0.00	$0.00	$0.00	$0.00		$0.00	$124,950.00
600	Subsurface Utility Engineering Standard (SUE)												
600.1	SUE A-D Standards	0	40	40	40	0	0	0	0	0	120	$0.00	$15,800.00
600.2	Color Code SUE	0	30	0	0	40	0	0	0	0	70	$0.00	$9,650.00
600	Subtotal Hours	0	70	40	40	40	0	0	0	0	190		
600	Subtotal Fee	$0.00	$10,850.00	$5,000.00	$4,600.00	$5,000.00	$0.00	$0.00	$0.00	$0.00		$0.00	$25,450.00
700	Training/Mentoring/Manual												
700.1	Training	0	100	180	220	0	100	0	0	0	600	$0.00	$78,300.00
700.2	Manual	0	100	20	20	0	0	0	0	100	240	$2,500.00	$30,800.00
700	Subtotal Hours	0	200	200	240	0	100	0	0	100	840		
700	Subtotal Fee	$0.00	$31,000.00	$25,000.00	$27,600.00	$0.00	$15,000.00	$0.00	$0.00	$8,000.00		$2,500.00	$109,100.00
	Total Basic Services Hours	60	882	883	1,055	460	190	120	0	180	3,830		
	Total Basic Services Fee	$10,800.00	$136,710.00	$110,375.00	$121,325.00	$60,500.00	$28,500.00	$25,200.00	$0.00	$14,400.00		$13,000.00	$520,310.00

EXHIBIT "E"

Additional Compensation

ARTICLE 500: CONSULTANT HOURLY RATES

500.1 The following hourly rates are to be used as the basis for negotiation of added and reduced services set forth below and in Exhibit "E-1" (Fee Breakdown). These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and facility, equipment, and IT maintenance personnel.

CLASSIFICATION	RATE	UNIT
Project Manager	$180.00	Per Hour
Team Leader	$155.00	Per Hour
Engineer	$125.00	Per Hour
3D Modeler	$125.00	Per Hour
Design Technician	$115.00	Per Hour
Land Surveyor	$150.00	Per Hour
Survey Crew	$210.00	Per Hour
HDS Scan Crew	$350.00	Per Hour
Administrative/Clerical	$80.00	Per Hour

ARTICLE 501: ADDITIONAL SERVICES RATES

501.1 The cost of the following potential future Additional Services have been negotiated as of the date of this Agreement.

501.2 These fees show below and in Exhibit "E-1" (Fee Breakdown) are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit. For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of **one and five hundredths (1.05)** times the amounts billed to the Consultant for such services, which multiple has been included in the Additional Services fees shown herein.

END OF EXHIBIT "E"

FEE BREAKDOWN
Exhibit "E-1"

TASK	DESCRIPTION	Project Manager	Team Leader	Engineer	Design Technician	3D Modeler	Land Surveyor	Survey Crew	HDS Scan Crew	Admin/ Clerical	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		$180	$155	$125	$115	$125	$150	$210	$350	$80			
800	SPECIAL SERVICES												
800.1	Ground Penetrating Radar (GPR)	0	0	0	0	0	0	0	0	0	0	$30,000.00	$30,000.00
800.2	Presentations	20	40	0	0	40	0	0	0	0	100	$0.00	$14,800.00
800.3	Additional Engineering Services	0	0	0	0	0	0	0	0	0	0	$10,000.00	$10,000.00
800	Subtotal Hours Special Services	20	40	0	0	40	0	0	0	0	100		
800	Subtotal Fee Special Services	$3,600.00	$6,200.00	$0.00	$0.00	$6,000.00	$0.00	$0.00	$0.00	$0.00		$40,000.00	$54,800.00

EXHIBIT "F"

Key Personnel

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Tim Parks, P.E.

ARTICLE 601: CONSULTANT'S PROJECT STAFF

601.1 The following personnel will be assigned by the Consultant to work on the Project. Any changes require City approval.

601.1.1 CONSULTANT REPRESENTATIVE: Keith Warren

601.1.2 RESPONSIBLE IN CHARGE PERSON: James A. Thomas, P.E.

601.1.3 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER: 9705

ARTICLE 602: CONSULTANT'S SUBCONSULTANT

602.1 The following SUBCONSULTANT WILL BE CONTRACTED AND UTILIZED BY THE Consultant to work on the project. Any changes require City approval.

602.1.1 DESIGN AND DISTORTION ANALYSIS: Geodetic Analysis, LLC, Earl G. Watts, R.L.S

602.1.2 GROUND PENETRATING RADAR: TBD if Requested by City as Additional Service

END OF EXHIBIT "F"

EXHIBIT "G"

Certificate

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1	**Contracting Entity**
Name VTN Nevada	
Address 2727 S. Rainbow Blvd Las Vegas, Nevada 89146	
Telephone 702-873-7550	
EIN or DUNS 88-0087383	

Block 2	**Description**
Subject Matter of Contract/Agreement: Infrastructure Base Map – Main Street Pilot Corridor	
RFP #:	

Block 3	**Type of Business**						
☐	Individual	☐	Partnership	☐	Limited Liability Company	☒	Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Gene D. Krametbauer, P.L.S.	2727 S. Rainbow Blvd. Las Vegas, Nevada 89146	702-873-7550
2.	James A. Thomas, P.E.	2727 S. Rainbow Blvd. Las Vegas, Nevada 89146	702-873-7550
3.	Robert Hosea III, P.E.	2727 S. Rainbow Blvd. Las Vegas, Nevada 89146	702-873-7550
4.	Anthony Zicari, P.L.S.	2727 S. Rainbow Blvd. Las Vegas, Nevada 89146	702-873-7550
5.	Mark S. Cormier, P.L.S.	2727 S. Rainbow Blvd. Las Vegas, Nevada 89146	702-873-7550
6.	David L. Edwards, P.E.	2727 S. Rainbow Blvd. Las Vegas, Nevada 89146	702-873-7550

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 0

Block 5 **Disclosure of Ownership and Principals - Alternate**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: N/A

Date of Attached Document: _____ Number of Pages: _____

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Name

11/30/11
Date

Subscribed and sworn to before me this 30th day of November, 2011.

Sharon L. Denison
Notary Public

SHARON L. DENISON
Notary Public State of Nevada
No. 94-2754-14
My appt. exp. Jan. 6, 2014

END OF EXHIBIT "G"

City of Las Vegas Agenda Item No.: **17.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve award of Agreement No. 120078-TF, Professional Engineering Services Agreement for Master Plan Update - Department of Public Works - Award recommended to: MWH AMERICAS, INC. ($877,940 - Sanitation Enterprise Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $877,940
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
Consultant services include updating the wastewater collection system master plan to provide serviceability improvements to the existing sanitary sewer system and expand the system to serve new development. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: T. Fernandez
POC: Margaret Regan - (702) 340-0147

RECOMMENDATION:
That City Council approve award of Agreement No. 120078-TF, Professional Engineering Services Agreement for Master Plan Update to MWH Americas, Inc. in the amount of $877,940 with one one-year option to renew in the amount of $900,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 120078-TF
2. Certificate - Disclosure of Ownership/Principals

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
FOR
MASTER PLAN UPDATE

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **400 Stewart Avenue, Las Vegas, Nevada 89101**, and **MWH AMERICAS, INC.**, (the "Consultant"), a **Corporation** whose address is **3010 W Charleston Blvd, Ste 100, Las Vegas, NV, 89102**.

WITNESSETH:

WHEREAS, the City intends to construct the **Master Plan** Update (herein the "Project"); and

WHEREAS, the City desires to retain the Consultant who will be responsible for providing the professional services more fully described below and in the exhibits attached hereto; and

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 623, 623A, or 625, whichever is legally required for the services to be provided within the State of Nevada, and is in compliance with NRS 623.349 for architects, interior designers, and residential designers and NRS 623A.250 for landscape architects, which requires that control and no less than two-thirds ownership of the business organization or association be held by persons registered or licensed in the State of Nevada pursuant to NRS Chapters 623, 623A, or 625, and possesses the special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under this Agreement.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections One through Ten hereof:

SECTION ONE
CONSULTANT RESPONSIBILITIES

1.01 ***Description of Consultant's Services.*** For the compensation set forth in Section Seven, the Consultant hereby agrees to perform the basic services set forth in the Scope of Services, **Exhibit "A"** attached hereto and incorporated herein as a part of this Agreement and, if so requested, the additional services set forth in the Additional Compensation, **Exhibit "E"** attached hereto and incorporated herein as a part of this Agreement and to provide the submittals described in the Required Submittals **Exhibit "B,"** attached hereto.

1.02 ***Performance Standards.*** In performing the services set forth in this Agreement, the Consultant shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Agreement.

1.03 ***Document Review.*** The Consultant shall be responsible for reviewing each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for the purpose of ensuring that such documents are technically sound, in conformance with applicable federal, state and local laws and other regulations, and do not violate or infringe upon any patent rights.

1.04 ***Waiver.*** The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant shall remain liable for any damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

1.05 ***Designation of Consultant's Representative.*** The Consultant's representative is the individual identified in the Key Personnel List, **Exhibit "F"** attached hereto (the "Consultant Representative") to act in that capacity, who shall be responsible for the services required under this Agreement. The services specified by this Agreement shall be performed by the personnel identified in the Key Personnel List provided that such associates and employees perform under the personal supervision of the Consultant Representative.

If any person or subconsultant who is expected to provide any of the services required under this Agreement is objectionable to the City for any reason, the Consultant shall, without additional compensation, replace such person or subconsultant with someone acceptable to the

City.

If the Consultant's personnel are unable to complete their responsibilities for any reason under this Agreement, or the Consultant desires for any reason to substitute personnel assigned to the Project, the Consultant agrees to obtain the approval of the City for the substitution. The City shall not unreasonably deny approval unless the City adjudges the substitution not be in the interest of the City or the Project.

If the Consultant fails to make an acceptable replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 10.03 of this Agreement.

1.06 ***Correspondence Review.*** The Consultant shall furnish the City Representative copies of each correspondence, if any, sent to any contractor involved with the Project, and to any regulatory agencies, for approval and review prior to mailing such correspondence.

1.07 ***Cooperation with the City.*** The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing the services under this Agreement and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

1.08 ***Responsibility for Construction Document Revisions.***

A. ***Applicability.*** The Consultant's responsibility described in this Section applies only if the Consultant is responsible for providing a construction cost estimate and preparing construction documents for the Project.

B. ***Responsibility for Revisions.*** The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the Construction Cost Budget set forth in the Scope of Services or as may be otherwise agreed upon in writing by parties. If the bids or proposed price received by the City exceeds the Construction Cost Budget, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost to within the Construction Cost Budget and to modify the construction documents without additional compensation. In order to meet the Construction Cost Budget, the Consultant may, with the approval of the City, segregate portions of the work as separate alternate bid items so that bids received by the City to construct the Project will come within the Construction Cost Budget.

"Construction Cost Budget" as used herein means the monetary limit established by the City for construction of the Project which limit includes the cost of the contractor's labor, materials, equipment, expenses, overhead and profit, but excludes the Project's soft costs, cost of change orders and other cost impacts encountered after award of the construction contract.

SECTION TWO
CITY RESPONSIBILITIES

2.01 ***City Representative.*** The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this Agreement. The City Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.01 through 10.24 of this Agreement.

2.02 ***Review of Consultant's Services and Documents.*** The services to be performed by the Consultant shall be subject to periodic review by the City Representative. To prevent an unreasonable delay in the Project, the City Representative will endeavor to examine and comment in writing on the documents furnished by the Consultant including, without limitation, the plans, drawings, specifications, test results, evaluations, and reports within twenty-one (21) days of receipt of such documents, unless the Contract provides for a different review time with respect to the document.

2.03 ***Access to Records.*** The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, and other documents related to the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

2.04 ***Cooperation with Consultant.*** The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Agreement and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not

conflict with the Consultant's other responsibilities. The City shall provide access to the Consultant on to the Project site as may be required to perform the services under this Agreement.

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

3.01 ***Requested Changes.*** The City may at any time, by written order, make a change in the services to be performed by the Consultant under this Agreement.

3.02 ***Adjustment of Compensation.*** If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Agreement, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Agreement shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.20B and 10.20C of this Agreement. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

4.01 ***Additional Services.*** The Consultant shall provide the additional services described in the Additional Compensation if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Agreement.

4.02 ***Attendance at Meetings or Public Hearings.*** The Consultant shall notify the City in advance of any additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary in connection with the services performed by the Consultant under this Agreement.

SECTION FIVE
SUBCONSULTANT AGREEMENT

5.01 ***Subconsultant Provisions.*** If, with the approval of the City as required pursuant to Section 10.07, the Consultant enters into an agreement with a subconsultant for the performance of any of its obligations under this Agreement, the Consultant agrees to include in each subconsultant agreement a provision that:

(i) the Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant for payment of the subconsultant services until payment has been made by the City. If the City has paid the Consultant for the subconsultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,

(ii) the subconsultant shall have no more rights against the City than that of the Consultant,

(iii) the subconsultant agrees to be bound by the terms, conditions and obligation of this Agreement unless the City has approved any deviation, change or modification in writing, and

(iv) unless otherwise approved in writing by the City Representative, the subconsultant shall obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant in this Agreement.

SECTION SIX
TERM OF AGREEMENT

6.01 ***Term.*** This Agreement shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Agreement) and shall remain in force and effect for one year with one 1 year option to renew, until the Project is completed

unless terminated earlier pursuant to Section 10.02 or 10.03 of this Agreement. Such termination shall not release either party from any of its continuing obligations under this Agreement.

6.02 ***Disputes.*** This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Agreement or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Agreement or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

7.01 ***Compensation: Basic Services.*** For the services to be performed by the Consultant under this Agreement and set forth in the Scope of Services, the City agrees to pay the Consultant the fee in the amount identified in the Fee Breakdown, **Exhibit "D"** attached hereto, pursuant to invoices submitted in accordance with Section 7.04 of this Agreement.

7.02 ***Compensation: Additional Services.*** For any services not set forth in the Scope of Services, the City shall pay to the Consultant either a lump sum fee, or an hourly fee based on the hourly labor rate schedule set forth in the Additional Compensation, whichever is agreed to by the parties, provided prior written approval for such services is given by the City Representative.

7.03 ***Compensation: Reimbursable Expenses.*** The Consultant agrees that all of its direct and indirect expenses are included in the fee for Basic Services and the agreed upon compensation for any Additional Services, except as may be specifically allowed for reimbursable expenses as part of the Additional Compensation.

7.04 ***Payment Invoicing.*** The Consultant may submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in the Fee Breakdown. The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of (30) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.20A of this Agreement.

7.05 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims which the City may have for failure of the Consultant to comply with the terms, conditions or covenants of this Agreement, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. The City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. If the Consultant disputes the right or amount of the off-set made by the City, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

7.06 ***Final Payment.*** Upon completion of the services required under this Agreement, and acceptance thereof by the City (which acceptance will not be unreasonably withheld), the Consultant will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services.

SECTION EIGHT
PERFORMANCE SCHEDULE

8.01 ***Performance Schedule.*** The Consultant shall perform and complete the services required under this Agreement according to the schedule (the "Performance Schedule") set forth in the Schedule of Performance, **Exhibit "C"** attached hereto. If the performance of services is delayed or submittals are not delivered in the time period as outlined in the Performance Schedule, the Consultant shall notify the City Representative in writing of the reasons for the delay and include a plan which brings the Consultant's performance into compliance with the Performance Schedule.

SECTION NINE
AUDIT: ACCESS TO RECORDS

9.01 ***Records.*** The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this Agreement. The Consultant agrees to maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used to prepare or support the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

9.02 ***Disclosure.*** The Consultant shall be afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include the written comments, if any, of the Consultant.

9.03 ***Period of Maintenance.*** The books, records and other documents under Sections 9.01 and 9.02 of this Agreement shall be maintained for three (3) years after the date of the final payment for the services under this Agreement. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Agreement, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

9.04 ***Subcontract Provisions.*** The Consultant agrees to include Sections 9.01 through 9.03 of this Agreement in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of $10,000.

SECTION TEN
MISCELLANEOUS PROVISIONS

10.01 ***Suspension.*** The City may suspend, without cause, the performance by the Consultant under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation earned as of the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the City. In no event shall the City be liable to the Consultant for services in excess of the percentage completed at the time of suspension.

If, after notice to resume performance has been given by the City, the suspension was for a period in excess of ninety (90) days, which has resulted in an increase in the performance of the Agreement to the Consultant and:

(i) the Consultant was not a contributing cause for the suspension,
(ii) the Consultant has not received an equitable adjustment under another provision of this Agreement, and
(iii) the Consultant could not mitigate the increase in the performance cost,

then the Consultant's fee shall be reviewed by the City and, if justified, equitably adjusted to provide for any additional expenses resulting from the suspension.

10.02. ***Termination for Convenience.*** The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant served pursuant to Section 10.18 of this Agreement. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant. In no event shall the City be liable to the Consultant for services in excess of the percentage completed at the time of termination.

10.03 ***Termination for Cause or Other Resolution.***

A. ***Default.*** The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"). If, during the term of this Agreement, the Consultant:

(i) defaults in the due observance and performance of any term, condition or covenant contained in this Agreement,

(ii) (a) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,

(iii) allows any warrant, execution or other writ to be issued or levied upon any property or assets of the Consultant which continues unvacated and in effect for a period of thirty (30) days, or

(iv) fails, in the judgment of the City, to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Agreement,

and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

B. ***City's Rights.*** Upon the occurrence of an Event of Default, and without prejudice to any other right or remedy it may have at law or equity, the City may:

(i) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Agreement by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Consultant the cost of completing this Agreement. In the event the cost of finishing the Consultant's performance of this Agreement exceeds the balance due the Consultant, the excess shall be paid by the Consultant to the City within five (5) days of invoicing by the City,

(ii) terminate this Agreement, and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed to the date of termination, or

(iii) Continue with performance by the Consultant and serve within a reasonable time after completion of the Agreement a request to arbitrate the Event of Default as a claim or dispute pursuant to the arbitration procedure set forth in Section 10.20.

In the event that the City elects to implement (i) above, the costs and expenses of completing this Agreement shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the Consultant.

10.04 ***Ownership of Documents.***

A. ***Architectural Works.*** To the extent that the Consultant's services involves the design of an architectural work as defined herein, the Consultant shall retain all common law and statutory rights of ownership, including copyrights, to the drawings and specifications prepared by the Consultant for this Project. The Consultant is deemed to be the author of the drawings and specifications as instruments of service to the City. Notwithstanding the foregoing, the Consultant hereby grants to the City the right to use (including the right of reproduction and use in the creation of new documents) the drawings and specifications for the purpose of completing the Project or for any subsequent maintenance, repair, renovation, remodeling or addition thereto. The rights granted herein to the City shall extend and include any new consultant which the City may retain for the aforementioned purposes. The Consultant hereby releases the City, and any new consultant retained by the City for the aforementioned purposes, from any and all claims in connection with the use or reproduction of the drawings and specifications. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection.

B. ***Other Works.*** To the extent that the Consultant's services does not involve the design of an architectural work, the City shall have all common law and statutory rights of ownership, including copyrights, to the plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies, excepting any proprietary forms, templates, and checklists specifically listed for City ownership exclusion elsewhere in this Agreement) (collectively herein the "Documents") prepared or assembled by the Consultant, or any of its subconsultants, for this Project. The Consultant hereby releases the City, and any new consultant retained by the City from any and all claims in connection with the use or reproduction of the Documents. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection. The Consultant shall be entitled to retain a reproducible copy of the documents furnished to the City.

C. ***Definition of Architectural Work.*** For purposes of this Agreement, "architectural work" shall have the same definition as set forth in Architectural Works Copyright Protection Act of 1990, P. L. 101-650, Title VII, Section 70 et. seq.

D. ***Delivery of Documents.*** In the event of the completion, suspension or termination of this Agreement, the City shall have the right to require delivery of any and all of the plans, drawings, specifications, and all other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in the possession of the City.

E. ***Confidentiality.*** The plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies) (including the magnetic or electronic media of the aforementioned documents) which are prepared or assembled by the Consultant, or its subconsultants, under this Agreement shall not be made available to any individual or organization without the prior written consent of the City. Except for marketing pamphlets and submittals to clients, the Consultant shall not publish, submit for publication, or publicly display the Project without the written consent of the City. The obligations of confidentiality shall survive the termination of this Agreement.

F. ***Contractual Rights.*** Notwithstanding the provisions of 10.04 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Agreement, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

10.05 ***Insurance.*** The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following insurances:

A. ***Worker's Compensation Insurance.*** This insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

B. ***Commercial General Liability Insurance.*** This insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of $1,000,000 combined single limit for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured.

C. ***Commercial Automobile Liability Insurance.*** This insurance shall protect the Consultant from claims of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles owned by the Company and include coverage for hired and non-owned vehicles. The Consultant's automobile liability insurance policies shall be endorsed to include the City as an additional insured.

D. ***Professional Liability Insurance (Errors and Omissions Coverage).*** This insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Agreement.

E. ***Cancellation or Modification of Coverage.*** The Consultant's Commercial General Liability and Professional Insurance Policy shall automatically include or be endorsed to cover the Consultant's contractual liability to the City under this Agreement, and with respect to its Commercial General Liability Policy, to waive subrogation against the City, its officers, agents, servants and employees. The policies shall provide that the City will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

F. ***Certificates and Endorsements.*** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed $25,000 without the written approval of the City. The Consultant shall deliver to the City's authorized designated representative named in **Exhibit "B"** (Required Submittals) certificates indicating that such insurance is in effect before any services are provided under this Agreement and renewal certificates not less than 30 days prior to the expiration date of any policy.

G. ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.05 for the duration of this Agreement and liability coverage as required by Section 10.05 for two years following completion of this Agreement.

10.06 ***Indemnity.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify and hold the City, its Mayor, Councilmen, officers, employees and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement and copyrights claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant, its employees, subcontractors, agents or anyone employed the Consultant's subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at is own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant, its employees, subcontractors or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including attorney fees and court costs) which is proportionate to the liability of the Consultant.

As used in this Section 10.06, "agents" means those persons who are directly involved in and acting on behalf of the City or the Consultant, as applicable, in furtherance of the contract or the public work to which the contract pertains.

10.07 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

10.08 ***Waiver.*** No consent or waiver, express or implied, by either party to this Agreement, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

10.09 ***Consultant Warranties.*** The Consultant hereby represents and warrants that:

(i) it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement; that it is experienced, competent, qualified and able to furnish the plant, tools, materials, supplies, equipment and labor which is used to perform the services contemplated by this Agreement, and that it is authorized to do business in the City of Las Vegas and the State of Nevada,

(ii) it holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license, and

(iii) it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999, (effective October 1, 1999), as amended by resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as **Exhibit "G"** (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to **Exhibit "G,"** the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on **Exhibit "G"** within fifteen (15) days of such change.

10.10 ***Consultant's Employees.*** The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this Agreement whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

10.11 ***Independent Contractor.*** It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

10.12 ***Applicable Law.*** This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

10.13 ***Compliance with Laws.*** The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

10.14 ***Severability.*** In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

10.15 ***Confidentiality.*** The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City, as confidential and proprietary information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require each subconsultant to comply with this requirement. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication relieving the Consultant of its confidentiality obligation imposed herein.

10.16 ***Site Inspection.*** The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

10.17 ***Modification.*** All modification or amendments to this Agreement are null and void unless reduced in writing and signed by the parties hereto.

10.18 ***Notice.*** Any written notice required to be given under Sections 1.01 through 10.24 of this Agreement shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service or (ii) deposited with the United States Postal Service, postage prepaid, addressed to the City Representative or the Consultant Representative, whomever is the proper recipient, and mailed to the address set forth in the introductory paragraph to this Agreement.

10.19 ***Prohibition Against Contingent Fees.*** The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Agreement with the Agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.20 ***Claim or Dispute Resolution.***

A. ***Notice of Claim or Dispute.*** For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.02 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently arbitrating that particular claim or dispute pursuant to Section 10.20C of this Agreement, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20B or 10.20C, the Consultant shall proceed diligently with the performance of this Agreement.

B. ***Resolution by Management.*** The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20A in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to arbitrate the claim or dispute, in which event the parties shall proceed with the arbitration pursuant to provisions of Section 10.20B.

The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

C. ***Resolution by Arbitration.*** Upon receipt of the request to arbitrate authorized pursuant Section 10.03B or Section 10.20B, the City and the Consultant shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach an agreement, then each party shall select an arbitrator for purposes of the appeal, and the two shall select a third arbitrator within 20 days of their appointment. If the selected arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association or the Nevada Arbitration Association, whichever is designated by the City. Each party shall be afforded an opportunity to be heard and to offer evidence in support of or against the appeal. The decision of the arbitrator, or arbitrators, as the case may be for the determination of the appeal, shall be final, conclusive and enforceable under the laws of the State of Nevada.

D. ***Right of Consolidation.*** Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional party or parties who are not a party to this Agreement if so requested by the City or the Consultant. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitrate any claim or dispute not described as a part of the original arbitration unless otherwise agreed to by the parties.

E. ***Right of Joinder.*** In the event the City is named as a party to any arbitration, or the City commences an arbitration against a party other than the Consultant, which arbitration is related to, or connected with, the construction of the Project or the performance of the Consultant's services hereunder (such as, without limitation, any arbitration between the City and the contractor awarded the contract to construct the Project), the Consultant agrees and irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. The decision of the arbitrator or arbitrators, as the case may be, in the arbitration to which the Consultant has been joined as a party, shall be binding and enforceable against the parties thereto under the laws of the State of Nevada.

If the Consultant is named as an additional party by the City, the Consultant shall not be entitled to any additional compensation from the City as a result of preparing for, and participating in, the arbitration.

F. ***Discovery.*** In the event of arbitration, the parties agree that all means of discovery including, but not limited to, depositions and interrogatories, will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules of discovery provided under the Nevada Rules of Civil Procedure.

G. ***Award Final.*** The award rendered by the arbitrator shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

H. ***Mediation.*** Subsequent to the commencement of any arbitration pursuant to Section 10.20C, and prior to any decision arising therefrom, the parties may endeavor with written mutual consent to settle disputes by mediation in accordance with the mediation rules of the mediation service agreed by the parties. The cost of the mediation shall be shared equally by the parties.

10.21 ***Attorney Fees.*** The prevailing party in any litigation or arbitration brought to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and court costs.

10.22 ***Calendar Day.*** All references in this Agreement to days are to calendar days unless otherwise indicated.

10.23 ***Exhibits.*** All exhibits referenced in this Agreement are hereby incorporated by this reference as a part of this Agreement. Any conflict between the provisions of this Agreement and the Exhibits incorporated herein shall be governed by the provisions of this Agreement.

10.24 ***Counterparts; Electronic Delivery.*** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

10.25 ***Agreement Version.*** This document reflects the current standard provisions for the City's Professional Services Agreement updated as of April 8, 2008.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ATTEST

Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM

John S. Ridilla
Deputy City Attorney

John S. Ridilla 12/13/11

Deputy City Attorney Date

CITY OF LAS VEGAS

By_____

Kathleen C. Rainey, Manager, Purchasing & Contracts

CONSULTANT

By_____

Richard D. Plecker, Vice President , MWH Americas, Inc.

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE **OF OWNERSHIP/PRINCIPALS**

EXHIBIT "A"

SCOPE OF SERVICES

PROJECT DESCRIPTION

This exhibit describes the CONSULTANT's Scope of Work to update the 2008 Wastewater Collection System Master Plan (Master Plan Update) for the CITY of Las Vegas (CITY). The objective of this scope is to update the Master Plan that will be utilized by CITY staff to fund and implement required capacity and serviceability improvements to the existing sanitary sewer system and expand the sanitary sewer system to serve new development. The Master Plan Update will include the recommended sewer improvement and expansion projects with project descriptions, estimated costs, and proposed capital improvement plan (CIP) schedule. Coordinate with, and provide future population and flow data to WPCF Facility Plan consultant prior to August 2012.

The CONSULTANT's Scope of Work is described below. The major task headings are:

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Task 2 –Population Projections 13
Task 3 – Update Land Use and Zoning Data 14
Task 4 – Review Sanitary Sewer Design and Cost Criteria 15
Task 5 – Review Flow Monitoring Data, Recalibrate and Verify Model 15
Task 6 – Revise Sewersheds and Network Configuration for Future Scenarios 16
Task 7 – Perform Hydraulic Analysis and Identify Deficiencies of Existing System 17
Task 8 - Review and Evaluate Desert Breeze WRC Flow Tradeoff with Durango Hills WRC 17
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Task 1 – Review Alternative CITY Corporate Boundaries

The boundaries are subject to change due to the possible creation of a National Monument Park in the current Conservation Transfer Area (CTA) in the northwest part of the CITY. Boundaries adjacent to the Paiute Indian Reservation along US 95, north of Moccasin and the west boundary in the vicinity of Lone Mountain Road are also subject to change.

Subtask 1.1 – Compile and Summarize Existing Documents and Data. CITY staff will identify pertinent documents and data and provide CONSULTANT information for the CITY boundary changes. These documents will include planning information and previous reports.

Subtask 1.2 – Meeting with the CITY. The CONSULTANT shall hold 1 meeting with the CITY staff to review and discuss existing and future CITY Corporate boundaries.

Work Product: *Meeting materials (lists), agendas, and minutes.*

Subtask 1.3 – Update Base Map for Existing and Build-out Scenario. CONSULTANT will update the current city sanitary sewer service area basemap in GIS to reflect the anticipated new boundaries base on the information provided by the CITY.

Assumption: *One scenario for the built out condition based on the Restrepo Report as provided by the CITY.*

Task 2 –Population Projections

Subtask 2.1 – Revise Population Projections. Utilizing CBER population data provided by the CITY, the CONSULTANT shall develop population projections from the base year, 2012, through each planning horizon years: 2017, 2022, 2032, 2042 and 2062 (assumed build-out) within the service area. The growth rate will be modified to reflect the slow growth.

Subtask 2.2 – Meeting with the CITY. The CONSULTANT shall hold meeting with the CITY staff to discuss the population projections and the proposed growth rate. The growth rate will be modified to reflect the slow growth.

Assumption: *CITY provides population projection data.*
Work Product: *Population projections for planning horizon.*

Task 3 – Update Land Use and Zoning Data

The purpose of this task is to define the basis of planning for determining future flows and trunk sewer needs for the CITY. Land use mapping and planning criteria will be developed from information available from the CITY'S planning department. The CONSULTANT shall update the existing land use map to reflect these future land development assumptions.

Subtask 3.1 - Define Existing and Future CITY Service Area. The CONSULTANT will obtain and update a map of the existing CITY service area. The existing CITY boundary will be shown on the GIS base map to be used for subsequent modeling.

Assumption: *The future CITY service area (the "study area" for this Master Plan) will be delineated based on areas of projected urban land use within the CITY's planning areas and will be based on the results of Task 1 and 2.*

Work Product: *Map showing existing and future CITY service area boundaries.*

Subtask 3.2 - Compile Information from Applicable Land Use Plans. The CONSULTANT will compile information from applicable land use documents that encompass the existing and future CITY service area. These documents will include population and housing information, water and transportation studies, and available development Master Plans. Specific plan and other planning area boundaries will be added to the digital mapping developed in previous tasks. Information on existing and future land uses categories, quantities, densities, locations, and timing will be organized for use in developing land use mapping and planning criteria for the Master Plan. Specific items or areas requiring further information will be identified for subsequent discussions with CITY planning staff. Up to 3 meetings will be assumed for this task.

Assumption: *The land use categories and densities developed in the 2008 MPU will be used.*

Work Product: *Summaries of information contained in each planning document as related to the development of Master Plan Update planning criteria and mapping. Maps showing the boundaries of specific plans and other planning areas.*

Subtask 3.3 - Meet with CITY Planning Staff. Based on the information developed in Subtask 3.2, the CONSULTANT will hold a meeting with the CITY staff to review the land use planning information and obtain input/review prior to completing modeling. Such feedback may include more specific information on near-term developments; anticipated growth rates and timing of development; area-specific residential densities; projected areas of re-development; potential future changes to planning boundaries; and potential annexations. An agenda will be prepared for the meeting, and CITY staff will be invited to suggest agenda items and attend the meeting.

Assumption: *CITY will determine appropriate meeting participants.*

Work Product: *Minutes of meetings with CITY planning staff.*

Subtask 3.4 - Refine Land Use Categories and Densities – (not used).

Subtask 3.5 - Determine Development Timing. Based on the information obtained in the previous subtasks, the CONSULTANT will identify areas of future development, redevelopment, and infill and their associated land use categories. The CONSULTANT will use the land use files developed in 2008 MPU and modify as necessary to incorporate additional detail for specific development, city- specific land use information, and information on redevelopment and major infill areas. Through discussions with planning staff and developers, the CONSULTANT will identify the anticipated timing of development for specific portions of the study area and major developments. Separate layers on the digital land use map will be developed to delineate anticipated 2012, 2017, 2022, 2032, 2042 and development through 2062 to be used for defining growth scenarios for modeling and phasing of proposed capital improvement projects. The land use projections developed in this task will be compared to available population growth projections by the CITY and others.

Work Product: *Maps delineating* 2012, 2017, 2022, 2032, 2042 and 2062 *development horizons (5 planning horizons).*

Subtask 3.6 - Prepare Technical Memorandum on Land Use Planning Criteria. The CONSULTANT will prepare a TM summarizing the land use information and proposed land use planning criteria for the Master Plan Update as developed in Task 3.

Work Product: *TM on Land Use Planning Criteria.*

Task 4 – Review Sanitary Sewer Design and Cost Criteria

This task will review the design and cost criteria used in the previous Master Plan for sizing and estimating the construction costs of relief sewer facilities and proposed future trunk sewers.

Subtask 4.1 – Review and Update Master Plan Design Criteria. The CONSULTANT will confirm the CITY design standards for trunk sewer improvement projects. The criteria will address applicable trenchless methods such as pipe bursting and microtunneling; as well as hydraulic criteria such as minimum and maximum velocities, manning coefficients, and allowable d/D ratio. Criteria for force mains, maximum force main velocities, will also be confirmed.

Work Product: *Review previous design criteria and propose changes for Master Plan Update projects.*

Subtask 4.2 – Update Cost Criteria. The CONSULTANT will review construction bid tabulations from trunk sewer and pump station projects constructed by the CITY and others in the Las Vegas Valley within the last 3 years. Unit construction costs will be developed for components of sewer construction, including pipe and manhole installation, sheeting and shoring, dewatering, pavement removal and replacement, and traffic control; as well as for pump stations. The CONSULTANT will also review trenchless construction projects for trunk sewer replacement and new construction. The review of potential construction methods will consider expected useful life and other factors that affect life cycle costs. Allowances traditionally included for engineering design, construction inspection, and legal costs will also be evaluated. In newly developed or redevelopment areas, other contributors, environmental mitigation, coordination with other agencies, and easement and right-of-way acquisition will be included in the cost criteria.

Assumption: *CITY will provide construction project bid tabulation for the last 3 years*

Work Product: *Proposed unit costs and cost allowances for construction of trunk sewers and pump stations.*

Subtask 4.3 - Prepare TM on Design and Cost Criteria. The CONSULTANT will prepare a TM summarizing the proposed design and cost criteria highlighting significant changes since 2008.

Work Product: *TM on Design and Cost Criteria*

Task 5 – Review Flow Monitoring Data, Recalibrate and Verify Model

Flow data will be obtained from the permanent flow monitoring sites, reviewed and the model will be recalibrated for the 2012 dry weather condition. Flow monitoring data from up to 30 sites shall be used in recalibration.

Subtask 5.1 – Hands on Training. Two CITY staff will participate at the CONSULTANT's office, while the CONSULTANT performs calibration up to a maximum of 16 hours while consultant performs tasks 5.2 through 5.6 to obtain hands-on experience.

Assumption: *CITY staff are assumed to participate while the CONSULTANT is running the Scenario Manager™ and Load Allocator™ software.*

Work Product: *Assumed 16 hours CITY training.*

Subtask 5.2 – Review/Update the Flow Monitoring Data. The CONSULTANT shall review the 2012 flow information from the CITY's 30 permanent city flow meters to determine whether the sites still represent a good coverage of the system.

Assumption: *The CITY will provide MWH access to Intelliserve Website to obtain the flow data for the selected calibration flow meters for a period of 14 consecutive days. Data are assumed to be useable as downloaded. Additional data scrubbing will not be necessary. If problematic data are encountered, the CITY may direct the CONSULTANT to perform Additional Services to troubleshoot the data.*

Work Product: *The list of the flow meters that will be used for calibration.*

Task 5.3 - Revise Sewersheds and Network for CITY Existing Service Area. The CONSULTANT shall revise the sewersheds boundaries and modify the pipe network using CITY-provided changes to the sewershed boundaries. The model network shall consist of sewers 10-inch in diameter or larger, and their associated manholes. The CONSULTANT may include selected 8-inch diameter sewers and their associated manholes where modeling requires it. In addition, pump stations and diversion structures located on the existing sewer system shall be included in the model. The CONSULTANT shall revise the land use contribution data associated with parcels connected to the sewer system from the Wastewater Collection System Master Plan Report, and revise the flow inputs to the model.

Assumption: *CITY-will provide changes to the sewershed boundaries. The existing setting of the diversion structures shall be assumed similar to the ones in the Wastewater Collection System Master Plan Report and this shall be confirmed with the CITY.*

Work Product: *Revised sewershed GIS file for the existing service area and updated network for the existing system*

Task 5.4 – Develop Input Flows and Revise Point Loads for the Existing Condition. Point loads shall be updated in the model by the CONSULTANT where load changes have been identified. The CONSULTANT shall include the flow from North Las Vegas in the Model. The Point loads flow list will be provided by the CITY. The planning unit use flow criteria shall be used to compute sewershed flows using Load Allocator™.

Assumption: *The CITY's InfoSWMM license will be used for this task.*

Work Product: *A list of the point loads for the existing scenario.*

Subtask 5.5 – Recalibrate and Verify Model. CONSULTANT shall calibrate the sewer system hydraulic model for 2012 dry weather condition using reliable updated data from the permanent flow monitoring sites. Flow monitoring data from up to 20 sites shall be used in the calibration process.

Work Product: *Recalibrated Model for the existing 2012 horizon.*

Subtask 5.6 - Prepare Technical Memorandum on Model Calibration. The CONSULTANT will prepare a TM documenting the development of the hydraulic model, data files, and GIS interface. The TM will also describe the model calibration process and results.

Work Product: *TM on Model Calibration. Provide a DVD of the calibrated model.*

Task 6 – Revise Sewersheds and Network Configuration for Future Scenarios

This task will update the overall sewer drainage and system configuration for the existing developed areas and currently undeveloped areas of the CITY service area for the future horizons.

Subtask 6.1 – Revise Future Sewersheds. The CONSULTANT shall update and revise the sewershed boundaries from the 2008 Model. Sewersheds will be delineated in sufficient detail to develop the layout of future trunk sewers down to 10-inch diameter. A preliminary verification will be made that areas within the proposed sewersheds can be served by 8-inch collector mains with sufficient cover.

Work Product: *Updated map showing revised sewersheds.*

Subtask 6.2 – Revisit Trunk System Configuration for Undeveloped Areas. The existing interceptor system and the basic trunk sewer configuration will serve as the starting point for developing the future trunk system. The CONSULTANT will review the trunk system developed in 2008 Master Plan and revise it to reflect the new CITY's boundary.

Work Product: *Preliminary updated trunk sewer system configuration for undeveloped areas.*

Subtask 6.3 – Develop Input Flows and Revise Point Loads. Point loads shall be updated in the model by the CONSULTANT based on the population projections, new sewersheds and trunk system configuration. The CONSULTANT shall also update point load projections for hotels/casinos, high-rise residential developments and other large flow generators. The impact of the following developments will be considered in modeling future flow rates:

- Impact of Kyle Canyon Gateway development;
- Impact of adding Paiute Indian Reservation;
- Incorporation of County Islands.

Input flows for the hydraulic model for each of the (five) future horizons will be revised to include modified point loads provided by the CITY, and updated future flows based on land use phasing using Scenario Manager™. The CONSULTANT shall develop updated future flows for the model by overlaying the revised digital land use and revised development phasing layers on the future service area map. The planning unit use flow criteria

will be used to compute sewershed flows using Load Allocator™. Flows will be developed under a separate scenario for each future scenario (2017, 2022, 2032, 2042 and 2062).

Assumption: *The point load list for all five future horizons shall be provided by the CITY.*

Work Product: *Projected Wastewater Flow Technical Memorandum summarizing the results of Task 6.*

Task 7 – Perform Hydraulic Analysis and Identify Deficiencies of Existing System

The hydraulic model will be used to identify deficiencies in the existing system under the baseline condition and future growth horizons and to refine the sizing of future trunk sewers. The model results will form the basis for system improvements in Task 9.

Subtask 7.1 – Conduct Model Simulations. The CONSULTANT will conduct model simulations of the existing trunk sewer system and the future trunk sewer network developed in Task 6. Model runs will be conducted for dry weather conditions for existing (2012), and for future 2017, 2022, 2032, 2042 and 2062 horizons.

Work Product: *Output from model runs.*

Subtask 7.2 – Identify System Deficiencies for Existing and Future Conditions. In conjunction with CITY staff, the CONSULTANT will review and revise the criteria for identifying deficiencies in existing sewers. The criteria are assumed to be based on an allowable depth of flow to diameter ratio (d/D) or percentage of full pipe capacity under peak flow conditions. Deficiency criteria will also be established for pump stations. Using the established criteria, the deficiencies will be identified through review of model output. Thematic maps created in GIS based on the model results will be generated to present these results.

Subtask 7.3 – Summarize Model Results. The CONSULTANT will prepare a TM summarizing the results of the model simulations and the identified system deficiencies.

Work Product: *Technical Memorandum on Model Results and Capacity Deficiencies.*

Task 8 - Review and Evaluate Desert Breeze WRC Flow Tradeoff with Durango Hills WRC

This task will evaluate the Desert Breeze WRC as it relate to its impact on the CITY's wastewater collection system, and provide alternative operational scenarios.

Subtask 8.1 – Evaluation of Flow Split. The CONSULTANT will conduct a planning level assessment of the impact of diverting the CITY flows to Desert Breeze WRC.

Subtask 8.2 - Prepare TM on Evaluation of Desert Breeze WRC vs. Durango Hills WRC Flow Split
The CONSULTANT will prepare a TM documenting the evaluation of the Desert Breeze WRC site and the impact of diverting the CITY's flows to Desert Breeze WRC.

Assumption: *Under this task, the CONSULTANT shall use previously developed flows for Durango Hills WRC and Bonanza Mojave WRC. No new scenarios will be developed.*

Work Product: *TM on Desert Breeze WRC and Durango Hills WRC Flow Summary.*

Task 9 – Update Sanitary Sewer System Expansion and Relief Projects

Recommended trunk sewer expansion projects for 2017, 2022, 2032, 2042 and 2062 build-out growth horizons (five future horizons) will be updated. Proposed trunk alignments were developed in the previous Master Plan. These will be confirmed. Preference will be given to selecting alignments along existing roads or future roads identified in land use planning documents. Other alignment issues such as railroad, freeway, and creek crossings, potential major utility conflicts, wetland areas, and availability of right-of-way, will also be considered. The necessity for pump stations will also be determined, and alternative sites (or gravity sewer alternatives) will be identified.

The CONSULTANT will develop alternatives for interim trunk system facilities to accommodate interim levels or areas of development prior to construction of permanent facilities. Required interim facilities will be identified based on the development growth and flow projections developed in previous tasks. Rough estimates of probable construction costs will be developed for purposes of alternative comparison and discussion. To address uncertainties with regard to cost, schedule, permitting, and other parameters the Crystal Ball™ software tool will be utilized.

Subtask 9.1 – Review and Develop Sewer Expansion Project Alternatives. The CONSULTANT will develop project alternatives for alignments of new trunk sewers required to serve future development. Criterium Decision Plus™ (CDP) will be used as part of the alternatives evaluation process. The preliminary trunk sewer configuration developed in Tasks 6 and the boundaries of sewersheds (serving individual 12-inch sewers) will be refined.

Work Product: *Maps showing project alternatives for new trunk sewers and interim facilities for developing areas.*

Subtask 9.2 – Review and Develop Sewer Relief Project Alternatives. The CONSULTANT will develop additional capital projects to address capacity deficiencies identified in the updated model. CDP will be used a part of the alternatives evaluation process. For capacity deficiencies in existing trunk sewers, alternatives may include replacement or paralleling of existing deficient trunk sewers, diversions to other trunks, and/or construction of new sewers along different alignments. The CONSULTANT will also review the Unlined RCP Sewer Evaluation and Rehabilitation projects to determine if rehabilitation needs identified may dictate alternative solutions to capacity problems in trunk sewers that are in need of structural rehabilitation. For relief sewer projects of significant size (diameter and/or length) or located in major traffic or utility corridors, the CONSULTANT will research potential utility conflicts (storm drains plus other utilities 12 inches and larger in diameter) and identify projected road improvement work and traffic issues though discussions with CITY, County, and utility agency staff. The focus in this effort will be on identifying potential fatal flaws or significant constructability issues with regard to pipeline alignments. To address uncertainties with regard to cost, schedule, permitting, and other parameters Crystal Ball™ software tool will be utilized.

Work Product: *Maps showing alternatives for trunk sewer relief projects.*

Subtask 9.3 – Conduct Workshops on Alternative Projects. The CONSULTANT will conduct two half-day workshops to discuss proposed project alternatives. The workshops will be attended by key CITY staff and other interested parties as requested by the CITY (e.g., other County staff, CITY representatives, developer's engineers, etc.). The workshop will be organized by sewershed. The CONSULTANT will present and discuss the proposed project alternatives and solicit input from the workshop participants. Other project issues, such as project prioritization and phasing, could also be addressed at these workshops. The CONSULTANT will prepare agenda and meeting minutes for each workshop. Primary coordination to include CITY Flood Control and Roadway Planning.

Work Product: *Workshop materials, agendas, and minutes.*

Subtask 9.4 – Rerun Hydraulic Model to Confirm Projects. The CONSULTANT will incorporate input received at the review workshops into the model and recommended trunk sewer project alignments and facilities. Digital mapping will be developed for the sewershed plans. The maps will show the final trunk sewer and sewershed boundaries, proposed pipeline alignments, slopes, and approximate rim and invert elevations at key junction points; and locations and sizes of interim facilities.

Work Product: *Digital mapping of recommended trunk sewer projects; quantity estimates for use in cost estimating.*

Subtask 9.5 – Develop Cost Estimates. The CONSULTANT will develop preliminary opinions of probable construction costs and estimated capital costs for the recommended trunk sewer expansion projects. The estimates will be based on the cost criteria updated in Task 4 and will be presented in 2012 dollars. Opinions of probable construction cost (OPCC) will be considered conceptual planning level estimates with a Class 4 level of accuracy (minus 30 percent to plus 50 percent). This level of estimate is considered appropriate for system master planning and represents a "reconnaissance grade" cost opinion as specified by the Association for the Advancement of Cost Engineering International.

Work Product: *Planning level estimates of probable construction costs and capital costs for recommended improvement projects.*

Subtask 9.6 – Summarize Project Descriptions. The CONSULTANT will summarize the individual improvement projects (on a sewershed basis) for incorporation into the Master Plan Update. These summaries will be similar to the 2008 document. They will include maps showing the project alignments and locations, project descriptions (alignment, pipe sizes, design flows), the specific deficiencies to be corrected by each project, project cost estimates, and estimated design and construction durations. Projects will fall into two categories: (1) those related to capacity problems within the existing sewer system, and (2) those needed to serve new development (most of which will involve projects outside of the existing system, but some of which will fall within the existing system).

Work Product: *Technical Memorandum on Recommended Improvement Projects for the Existing Trunk Sewer System and Expansion Projects. Each horizon will have an unprioritized list of projects with a companion map.*

Task 10 – Prepare Master Plan Update

The Master Plan Update report will summarize and present the results and recommendations of the CITY Collection System Master Plan Update per the above tasks.

Subtask 10.1 – Prepare Draft Master Plan Update. The CONSULTANT will prepare a draft Master Plan Update summarizing the evaluation methodology, the results and recommendations of the above tasks. It is anticipated that existing 2008 Master Plan organization will be revised for this update. TMs prepared within the Master Plan Update scope will form the basis for relevant report sections.

The report will be a multi-volume document, with the main volume presenting planning and design criteria and summarizing the recommended projects. The CONSULTANT will also prepare a draft Executive Summary report (approximately 20 pages in length, including tables and figures) targeted for CITY Management and Council members.

Work Product: *Report outline; draft Master Plan Update Report (3 copies of main volume; 3 copies of appendices and trunk sewershed plan volumes); draft Executive Summary report (3 copies).*

Subtask 10.2 – Prepare Final Master Plan Update Report and Executive Summary. The CONSULTANT will review the CITY's written comments, incorporate changes to the draft Executive Summary and Master Plan, and prepare a final version.

Work Product: *Final Master Plan Update Report (3 copies of main volume; 3 copies of appendices and trunk sewershed plan volumes); final Executive Summary report (3 copies); an electronic copy of the Master Plan Update Report and Executive Summary (pdf format). Native model files, GIS files and Excel spreadsheets.*

Task 11– Project Management

Project Management includes monitoring, administration, attendance at regularly scheduled progress meetings with CITY staff and the project Technical Review Committee, and project quality assurance/quality control (QA/QC) activities. The scope of this task assumes a 10-month project schedule.

Subtask 11.1 – Prepare Project Work Plan and Conduct Kickoff Meeting. The CONSULTANT will prepare a project work plan for distribution to CONSULTANT and CITY project team members. The work plan will include the project scope, schedule, and deliverables; identify team member roles, responsibilities, and lines of communication; and list the members of the project user groups and Technical Review Committee with addresses, telephone numbers, and email addresses. The CONSULTANT will conduct a project kickoff meeting with CITY staff to review the draft work plan. The final work plan will be distributed to team members following the kickoff meeting. Updates to the schedule and revisions to the work plan will be provided to team members during the course of the project.

Work Product: *Project Work Plan, kickoff meeting agenda and minutes.*

Subtask 11.2 – Project Monitoring, Administration, and Status Reporting. The CONSULTANT will establish internal project controls to monitor project status, budget, staffing, and schedule on an on-going basis. Budget and schedule status will be reviewed weekly. The CONSULTANT will prepare monthly status reports within 5 working days after the close of the CONSULTANT's accounting month. The status reports will describe the work completed during the previous month, anticipated work for the following month, current budget and schedule status, and project issues requiring discussion or resolution. This subtask also includes preparation of monthly invoices to the CITY and execution and administration of sub consultant contracts.

Work Product: *Budget and schedule updates and monthly invoices.*

Subtask 11.3 – Project Status Meetings. The CONSULTANT will meet with CITY staff on the average of once every month to review project status and discuss project issues. Informal meeting minutes (bulleted format) will be prepared to document key decisions. A total of 9 project status meetings over the duration of the project are assumed.

Work Product: *Monthly meeting minutes.*

Subtask 11.4 – Project QA/QC Activities. The CONSULTANT will form an internal technical review committee (TRC) composed of 2 to 3 senior level engineers experienced in sewer master planning, modeling and design. The TRC will perform internal QA/QC activities to review project deliverables, and perform checks of engineering calculations and cost estimates throughout development of the Master Plan Update. The technical review team will meet formally two times. The first meeting will take place just before modeling commences. The second meeting will take place before the Workshop in Subtask 9.4.

Work Product: *Minutes of technical review meeting .*

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 For the services set forth in Exhibit "A" (Scope of Services), the Consultant shall deliver the following minimum submittals and deliverables for the Project, which shall be accomplished as soon as practical after the completion of each event, task, phase, and service, and as a prerequisite to payment for each related event, task, phase, and service.

200.1.1 The Work Product specified under each task in the Scope of Work shall be the deliverables for this project.

200.2 All reports shall be on white acid-free paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form. Submittals to regulatory agencies shall be as required for each agency.

200.3 It is understood that the City may make and distribute copies of the reports as necessary in connection with the Project without incurring obligation for additional compensation.

200.4 Certificates of Insurance

The Consultant shall deliver to Insurance Tracking Services, Inc. (ITS), the City's authorized designated representative, a certificate of insurance with respect to each required policy to be provided by the Consultant under this Agreement. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

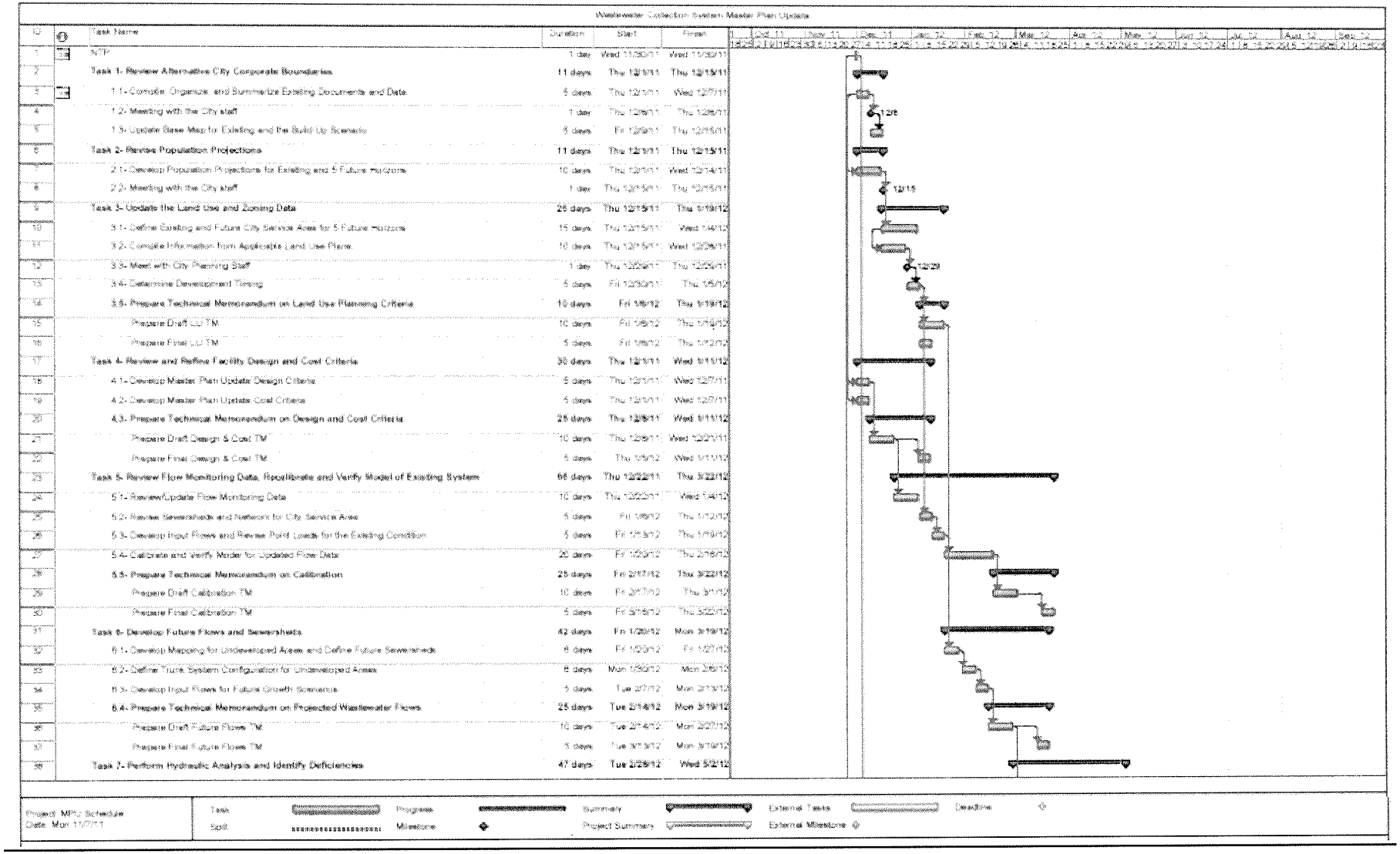
Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 • Fax: 562-435-2999
Email: michael.palacios@instracking.com

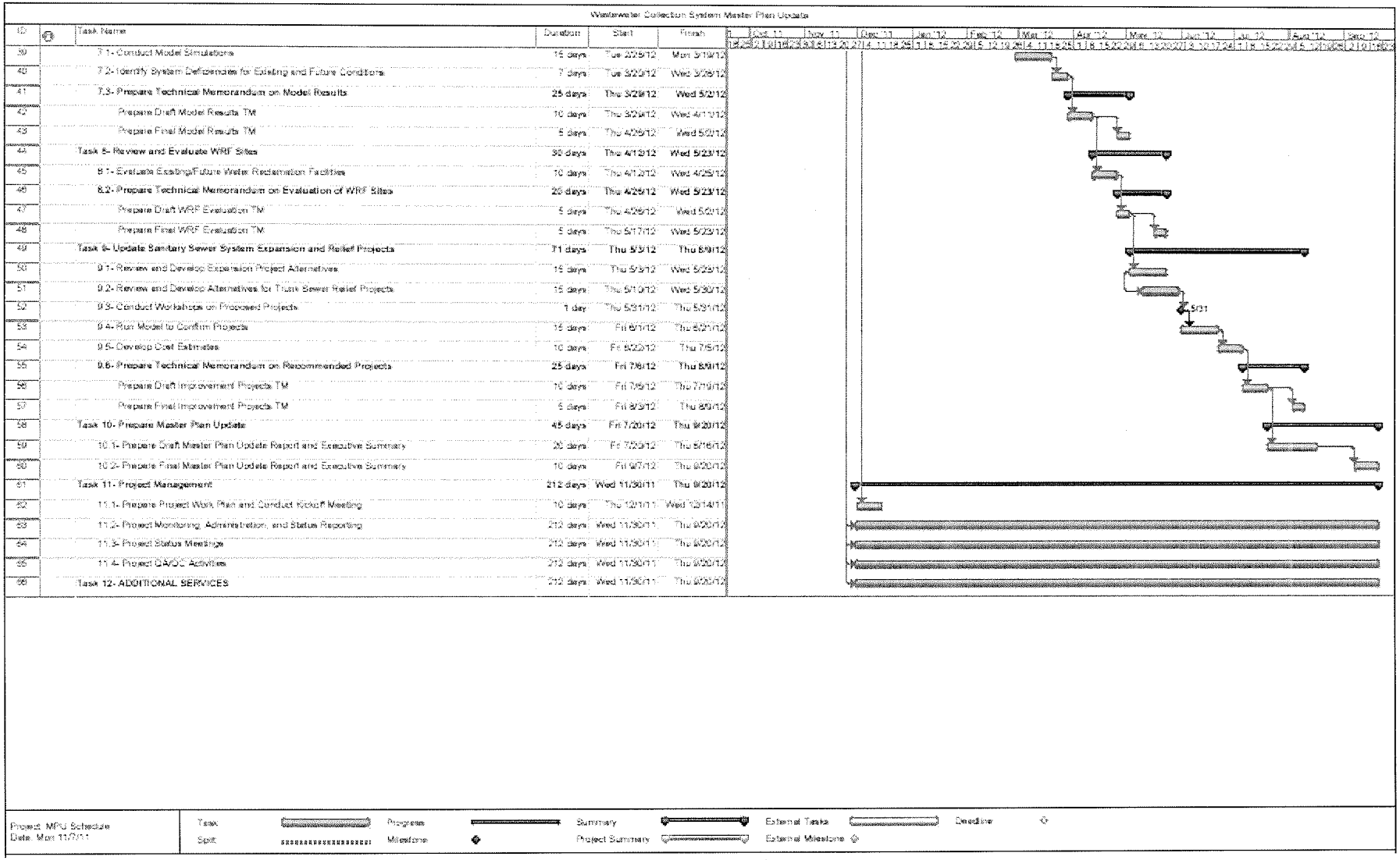
A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) shall be provided to the City upon request.

The Consultant shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

END OF EXHIBIT "B"

EXHIBIT "C"


Wastewater Collection System Master Plan Update
Task Name
Duration
Start
Finish
WTP
Task 1- Review Alternatives City Corporate Boundaries
1.1- Compile, Organize, and Summarize Existing Documents and Data
1.2- Meeting with the City staff
1.3- Update Base Map for Existing and Re Build Up Scenario
Task 2- Review Population Projections
2.1- Develop Population Projections for Existing and 5 Future Horizons
2.2- Meeting with the City staff
Task 3- Update the Land Use and Zoning Data
3.1- Define Existing and Future City Service Area for 5 Future Horizons
3.2- Compile Information from Applicable Land Use Plans
3.3- Meet with City Planning Staff
3.4- Determine Development Timing
3.5- Prepare Technical Memorandum on Land Use Planning Criteria
Prepare Draft LU TM
Prepare Final LU TM
Task 4- Review and Refine Facility Design and Cost Criteria
4.1- Develop Master Plan Update Design Criteria
4.2- Develop Master Plan Update Cost Criteria
4.3- Prepare Technical Memorandum on Design and Cost Criteria
Prepare Draft Design & Cost TM
Prepare Final Design & Cost TM
Task 5- Review Flow Monitoring Data, Recalibrate and Verify Model of Existing System
5.1- Review/Update Flow Monitoring Data
5.2- Review Sewersheds and Network for City Service Area
5.3- Develop Input Flows and Review Point Loads for the Existing Condition
5.4- Calibrate and Verify Model for Updated Flow Data
5.5- Prepare Technical Memorandum on Calibration
Prepare Draft Calibration TM
Prepare Final Calibration TM
Task 6- Develop Future Flows and Sewersheds
6.1- Develop Mapping for Undeveloped Areas and Define Future Sewersheds
6.2- Define Trunk System Configuration for Undeveloped Areas
6.3- Develop Input Flows for Future Growth Scenarios
6.4- Prepare Technical Memorandum on Projected Wastewater Flows
Prepare Draft Future Flows TM
Prepare Final Future Flows TM
Task 7- Perform Hydraulic Analysis and Identify Deficiencies
Project: MPU Schedule
Date: Mon 11/7/11
Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline



END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

	TASK DESCRIPTION	Principal Engineer II	Principal Engineer II	Principal Engineer I (PM)	Supervising Engineer	Senior Engineer	Engineer	Clerical / Admin.	SUB CONS'T	Other Direct Charges (ODC's)	TOTAL COST
	HOURLY RATE	$220	$220	$210	$190	$175	$145	$105			
1.0	**Review Alternative City Corporate Boundaries**	**$0**	**$1,320**	**$2,100**	**$2,280**	**$4,900**	**$2,900**	**$420**	**$0**	**$500**	**$14,420**
1.1	Compile, Organize, and Summarize Existing Documents and Data	$0	$440	$840	$760	$2,100	$1,450	$420	$0	$200	$6,210
1.2	Meet with the City Staff	$0	$440	$840	$760	$1,050	$870	$0	$0	$0	$3,960
1.3	Update Base Map for Existing and the Build Up Scenario	$0	$440	$420	$760	$1,750	$580	$0	$0	$300	$4,250
2.0	**Revise Population Projections**	**$0**	**$440**	**$3,360**	**$1,900**	**$8,750**	**$2,320**	**$0**	**$0**	**$0**	**$16,770**
2.1	Develop Population Projections for 5 Future Horizons	$0	$0	$1,680	$1,900	$7,000	$2,320	$0	$0	$0	$12,900
2.2	Meeting with the City staff	$0	$440	$1,680	$0	$1,750	$0	$0	$0	$0	$3,870
3.0	**Update the Land Use and Zoning Data**	**$0**	**$6,160**	**$5,880**	**$9,880**	**$9,800**	**$6,960**	**$0**	**$0**	**$520**	**$39,200**
3.1	Define Existing and Future City Service Area for 5 Future Horizons	$0	$880	$1,680	$0	$700	$580	$0	$0	$0	$3,840
3.2	Compile Information from Applicable Land Use Plans	$0	$880	$0	$3,040	$2,100	$1,740	$0	$0	$0	$7,760
3.3	Meet with City Planning Staff	$0	$880	$2,520	$0	$0	$0	$0	$0	$0	$3,400
3.5	Determine Development Timing	$0	$1,760	$0	$3,040	$3,500	$2,900	$0	$0	$0	$11,200
3.6	Prepare Technical Memorandum on Land Use Planning Criteria	$0	$1,760	$1,680	$3,800	$3,500	$1,740	$0	$0	$520	$13,000
4.0	**Review and Refine Facility Design and Cost Criteria**	**$0**	**$1,760**	**$1,680**	**$0**	**$8,400**	**$6,380**	**$0**	**$0**	**$500**	**$18,720**
4.1	Develop Master Plan Update Design Criteria	$0	$440	$420	$0	$2,800	$2,030	$0	$0	$0	$5,690
4.2	Develop Master Plan Update Cost Criteria	$0	$440	$420	$0	$2,800	$2,030	$0	$0	$0	$5,690
4.3	Prepare Technical Memorandum on Design and Cost Criteria	$0	$880	$840	$0	$2,800	$2,320	$0	$0	$500	$7,340
5.0	**Review Flow Monitoring Data, Recalibrate and Verify Model of Existing System**	**$0**	**$0**	**$5,040**	**$9,880**	**$39,200**	**$20,300**	**$0**	**$0**	**$5,020**	**$79,440**
5.1	Review/Update Flow Monitoring Data	$0	$0	$840	$1,520	$7,000	$2,900	$0	$0	$0	$12,260
5.2	Revise Sewersheds and Network for City Service Area	$0	$0	$840	$1,520	$7,000	$2,900	$0	$0	$3,000	$15,260
5.3	Develop Input Flows and Revise Point Loads for the Existing Condition.	$0	$0	$840	$760	$7,000	$2,900	$0	$0	$0	$11,500
5.4	Calibrate and Verify Model for Updated Flow Data	$0	$0	$1,680	$4,560	$14,000	$5,800	$0	$0	$1,500	$27,540
5.5	Prepare Technical Memorandum on Calibration	$0	$0	$840	$1,520	$4,200	$5,800	$0	$0	$520	$12,880

6.0	**Develop Future Flows and Sewersheds**	**$0**	**$7,040**	**$840**	**$2,280**	**$19,250**	**$16,820**	**$0**	**$0**	**$520**	**$46,750**
6.1	Develop Mapping for Undeveloped Areas and Define Future Sewersheds	$0	$1,760	$0	$0	$4,200	$2,900	$0	$0	$0	$8,860
6.2	Define Trunk System Configuration for Undeveloped Areas	$0	$1,760	$0	$0	$9,100	$7,830	$0	$0	$0	$18,690
6.3	Develop Input Flows for Future Growth Scenarios	$0	$1,760	$0	$1,520	$3,150	$2,610	$0	$0	$0	$9,040
6.4	Prepare Technical Memorandum on Projected Wastewater Flows	$0	$1,760	$840	$760	$2,800	$3,480	$0	$0	$520	$10,160
7.0	**Perform Hydraulic Analysis and Identify Deficiencies**	**$0**	**$1,760**	**$840**	**$9,880**	**$10,500**	**$8,410**	**$0**	**$0**	**$520**	**$31,910**
7.1	Conduct Model Simulations	$0	$0	$0	$3,800	$3,500	$1,450	$0	$0	$0	$8,750
7.2	Identify System Deficiencies for Existing and Future Conditions	$0	$880	$0	$4,560	$5,600	$4,640	$0	$0	$0	$15,680
7.3	Prepare Technical Memorandum on Model Results	$0	$880	$840	$1,520	$1,400	$2,320	$0	$0	$520	$7,480
8.0	**Review and Evaluate Desert Breeze WRC Flow Tradeoff with Durango Hills WRC**	**$0**	**$1,320**	**$2,520**	**$1,140**	**$8,400**	**$3,480**	**$0**	**$0**	**$520**	**$17,380**
8.1	Evaluate Existing/Future Water Reclamation Facilities	$0	$440	$1,260	$380	$4,200	$1,160	$0	$0	$0	$7,440
8.2	Prepare Technical Memorandum on Evaluation of WRF Sites	$0	$880	$1,260	$760	$4,200	$2,320	$0	$0	$520	$9,940
9.0	**Update Sanitary Sewer System Expansion and Relief Projects**	**$0**	**$20,240**	**$22,680**	**$44,840**	**$88,550**	**$53,940**	**$0**	**$0**	**$5,990**	**$236,240**
9.1	Review and Develop Expansion Project Alternatives	$0	$5,280	$4,200	$9,500	$21,000	$13,050	$0	$0	$0	$53,030
9.2	Review and Develop Alternatives for Trunk Sewer Relief Projects	$0	$5,280	$4,200	$13,300	$21,000	$10,150	$0	$0	$0	$53,930
9.3	Conduct Workshops on Proposed Projects	$0	$1,760	$3,360	$4,560	$4,200	$3,480	$0	$0	$5,530	$22,890
9.4	Run Model to Confirm Projects	$0	$3,520	$0	$7,600	$24,500	$17,400	$0	$0	$0	$53,020
9.5	Develop Cost Estimates	$0	$1,760	$6,720	$6,080	$5,600	$1,160	$0	$0	$0	$21,320
9.6	Prepare Technical Memorandum on Recommended Projects	$0	$2,640	$4,200	$3,800	$12,250	$8,700	$0	$0	$460	$32,050
10.0	**Prepare Master Plan Update**	**$0**	**$2,640**	**$8,400**	**$22,800**	**$8,400**	**$6,960**	**$7,980**	**$0**	**$4,600**	**$61,780**
10.1	Prepare Draft Master Plan Update Report and Executive Summary	$0	$1,760	$5,040	$15,200	$5,600	$4,640	$5,040	$0	$1,600	$38,880
10.2	Prepare Final Master Plan Update Report and Executive Summary	$0	$880	$3,360	$7,600	$2,800	$2,320	$2,940	$0	$3,000	$22,900
11.0	**Project Management**	**$22,440**	**$13,200**	**$88,200**	**$0**	**$27,300**	**$5,800**	**$25,830**	**$0**	**$19,930**	**$202,700**
11.1	Prepare Project Work Plan and Conduct Kickoff Meeting	$0	$0	$12,600	$0	$10,500	$0	$630	$0	$5,530	$29,260
11.2	Project Monitoring, Administration, and Status Reporting	$0	$0	$50,400	$0	$0	$0	$21,000	$0	$0	$71,400
11.3	Project Status Meetings	$0	$4,400	$12,600	$0	$7,000	$5,800	$3,360	$0	$8,020	$41,180
11.4	Project QA/QC Activities	$22,440	$8,800	$12,600	$0	$9,800	$0	$840	$0	$6,380	$60,860
	Basic Services Total	**$22,440**	**$55,880**	**$141,540**	**$104,880**	**$233,450**	**$134,270**	**$34,230**	**$0**	**$38,620**	**$765,310**

12.0	**ADDITIONAL SERVICES**	**$2,244**	**$5,588**	**$16,254**	**$10,488**	**$24,045**	**$13,427**	**$3,423**	**$25,000**	**$12,161**	**$112,630**
12.1	Elevation Surveying	$0	$0	$420	$0	$350	$0	$0	$5,000	$0	$5,770
12.2	Flow Monitors	$0	$0	$420	$0	$350	$0	$0	$20,000	$0	$20,770
12.3	Meetings	$0	$0	$2,520	$0	$2,100	$0	$0	$0	$470	$5,090
12.4	Assist in Model Upgrade	$0	$440	$1,680	$2,280	$2,800	$1,740	$0	$0	$1,060	$10,000
12.5	Assist in City Council Presentation	$0	$440	$2,520	$0	$2,100	$0	$0	$0	$940	$6,000
12.6	Miscellaneous Tasks	$2,244	$4,708	$8,694	$8,208	$16,345	$11,687	$3,423	$0	$9,691	$65,000
	Grand Total	**$24,684**	**$61,468**	**$157,794**	**$115,368**	**$257,495**	**$147,697**	**$37,653**	**$25,000**	**$50,781**	**$877,940**

ARTICLE 402: ALLOWANCE FOR ADDITIONAL SERVICES

402.1 A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City Representative has authority to pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

402.2 Additional Services are services that are not set forth in Exhibit "A" (Scope of Services).

12.1 Elevation Surveying

12.2 Flow Monitors

12.3 Meetings

12.4 Assist in Model Upgrade

12.5 Assist in City Council Presentation

12.6 Miscellaneous Tasks

402.3 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Exhibit "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Exhibit "E" (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Agreement and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with the Agreement.

402.4 Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Agreement.

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$112,630	

ARTICLE 403: ALLOWANCE FOR REIMBURSABLE EXPENSES

403.1 For the Reimbursable Expenses allowed by Exhibit "E" (Additional Compensation), a Not-To-Exceed Allowance is hereby established as set forth below. The Consultant has determined that this Reimbursable Expense Allowance amount will not be exceeded for the allowed Reimbursable Expenses for performance of the Services set forth in Exhibit "A" (Scope of Services), and accordingly does hereby assume the risk to complete the performance of this Agreement without further compensation for Reimbursable Expenses should the costs exceed this Total Not-To-Exceed Cost for Reimbursable Expenses. Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with the Agreement.

403.2 Expenses not listed in Exhibit "E" (Additional Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment to this Agreement to allow them as Reimbursable Expenses. Increases to this Total Not-To-Exceed Cost for Reimbursable Expenses may only be authorized by written amendment to this Agreement.

REIMBURSABLE EXPENSE ALLOWANCE		REMARKS
TOTAL NOT-TO-EXCEED COST	$0.00	

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

500.1 The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and facility, equipment, and IT maintenance personnel.

CLASSIFICATION	RATE	UNIT
Principal Engineer II	$220	Per Hour
Principal Engineer I	$210	Per Hour
Supervising Engineer	$190	Per Hour
Senior Engineer	$175	Per Hour
Engineer	$145	Per Hour
Clerical	$105	Per Hour

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: **Tim Parks, P.E.**

ARTICLE 601: CONSULTANT'S PROJECT STAFF

601.1 The following personnel will be assigned by the Consultant to work on the Project. Any changes require City approval.

601.1.1 CONSULTANT REPRESENTATIVE: Margaret M. Regan, P.E.

601.1.2 PROJECT ENGINEER/LEAD MODELER: Raniah Ziadah

601.1.3 RESPONSIBLE IN CHARGE PERSON
List name of individual Architect, individual Engineer, or Contractor company name as licensed:

Margaret M. Regan, P.E.

601.1.4 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Architect, Engineer, or Contractor license number:

Civil Engineer, 020458

END OF EXHIBIT "F"

EXHIBIT "G"

DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1	**Contracting Entity**
	MWH Americas, Inc.
Name	
	3010 W Charleston Blvd, Las Vegas, NV 89102
Address	
	702-878-8010
Telephone	
	869237024
EIN or DUNS	

Block 2	**Description**
Subject Matter of Contract/Agreement: **Master Plan Update** RFP #:	

Block 3	**Type of Business**							
	Individual	☐	Partnership	☐	Limited Liability Company	×	Corporation	☐

EXHIBIT "G"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4	**Disclosure of Ownership and Principals**		

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	MWH Holdings, Inc	380 Interlocken Crescent, Ste 200 Broomfield, CO 80021	303-533-1900
	See attached list of Directors and Officers		

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 9

hCue

Report Name : Management Structure
Filtered By : --
Exported By : Cathy Dela Zerda
Exported On : 11/28/2011
Entity Name: MWH Americas, Inc.

Name	Title	Business Address	Business Phone
Adams, Joseph D. Jr.	Director	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Bell, Rex A	Director	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Howard, Bruce K.	Director	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Krause, Alan J.	Director	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
McConville, Daniel	Director	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Uhler, Robert B.	Director	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Krause, Alan J.	Chairman	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Uhler, Robert B.	Chief Executive Officer	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
McConville, Daniel	President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Bassett, Donal J	Senior Vice President	618 Michillinda Ave, Ste 200 Arcadia, CA 91007	626-796-9141
Bell, Rex A	Senior Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Carter, Edward F	Senior Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Coon, Jeffrey L	Senior Vice President	11153 Aurora Avenue Des Moines, Iowa 50322	515-253-0830
Finis, Mario	Senior Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Harris, Kate C	Senior Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Hartley, Raymond G	Senior Vice President	7742 Office Park Blvd, Bldg C Baton Rouge, LA 70809	225-926-3991
Holland, Fay L	Senior Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Howard, Bruce K.	Senior Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Kahr, Christine A	Senior Vice President	1835 S Bragaw St, Ste 350 Anchorage, AK 99508	907-248-8883
Lindell, James E	Senior Vice President	9444 Farnham St, Ste 300 San Diego, CA 92123	858-751-1200
Senon, Constantino M	Senior Vice President	2353 130th Ave NE, Ste 200 Bellevue, WA 98005	425-896-6900
Tarbox, Glenn S	Senior Vice President	2353 130th Ave NE, Ste 200 Bellevue, WA 98005	425-896-6900
Tekippe, Rudy J	Senior Vice President	618 Michillinda Ave, Ste 200 Arcadia, CA 91007	626-796-9141
Barnes, David G.	Chief Financial Officer	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900

Skinner, John T	Treasurer	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Payne, Thomas G	Assistant Treasurer	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Blackwell, Donald K.	Assistant Secretary	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Adcock, James	Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Ahrens, Dennis C	Vice President	1835 S Bragaw St, Ste 350 Anchorage, AK 99508	907-248-8883
Aiken, Harold V	Vice President	490 Sawgrass Corp Pkwy Sunrise, FL 33325	954-846-0401
Alexieva, Tatyana	Vice President	1801 California St, Ste 2900 Denver, CO 80202	303-291-2222
Al-Hassan, Sumani	Vice President	2121 N California Blvd, #600 Walnut Creek, CA 94596	925-627-4500
Alvoeiro, Jose	Vice President	MWH Peru S.A. Av. Conquistadores 626-638 San Isidro, Lima, Peru	511-700-3200
Andrachek, Richard G	Vice President	2121 N California Blvd, #600 Walnut Creek, CA 94596	925-627-4500
Arnold, Terrence E	Vice President	1801 California St, Ste 2900 Denver, CO 80202	303-291-2222
Atanassov, Kris S	Vice President	2121 N California Blvd, #600 Walnut Creek, CA 94596	925-627-4500
Atkinson, Janet L	Vice President	3321 Power Inn Rd, Ste 300 Sacramento, CA 95826	916-924-8844
Austin, Roger J	Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Baar, David A	Vice President	1801 California St, Ste 2900 Denver, CO 80202	303-291-2222
Bailey, Lawrence O. Jr.	Vice President	10010 San Pedro Ave, #390 San Antonio, TX 78216	210-340-5252
Barrie, Richard E.	Vice President	175 W Jackson Blvd, #1900 Chicago, IL 60604	312-831-3000
Bartos, Christopher R	Vice President	1035 Santa Barbara St, #8 Santa Barbara, CA 93101	805-560-8100
Bell, Dean P	Vice President	230 Peachtree St, Ste 470 Atlanta, GA 30303	404-688-1083
Bhamrah, Ajit S	Vice President	618 Michillinda Ave, Ste 200 Arcadia, CA 91007	626-796-9141
Blaszczyk, Paul R	Vice President	175 W Jackson Blvd, #1900 Chicago, IL 60604	312-831-3000
Bluestone, Simon	Vice President	618 Michillinda Ave, Ste 200 Arcadia, CA 91007	626-796-9141
Bock, Clayton	Vice President	175 W Jackson Blvd, #1900 Chicago, IL 60604	312-831-3000
Boehnke, Tom L	Vice President	10619 S Jordan Gateway South Jordan, UT 84095	801-617-3200
Borchardt, James H	Vice President	618 Michillinda Ave, Ste 200 Arcadia, CA 91007	626-796-9141
Bowman, Marc E	Vice President	10619 S Jordan Gateway South Jordan, UT 84095	801-617-3200
Broderick, Brian C	Vice President	11153 Aurora Avenue Des Moines, Iowa 50322	515-253-0830
Bromley, Charles O	Vice President	3010 W Charleston Blvd, #100 Las Vegas, NV 89102	702-878-8010
Broussard, Brian D	Vice President	5100 Westheimer, Ste 580 Houston, TX 77056	713-403-1600

Brown, Christopher C	Vice President	1835 S Bragaw St, Ste 350 Anchorage, AK 99508	907-248-8883
Brown, Marc M	Vice President	1801 California St, Ste 2900 Denver, CO 80202	303-291-2222
Bruen, Michael P	Vice President	2353 130th Ave NE, Ste 200 Bellevue, WA 98005	425-896-6900
Bullock, David W.	Vice President	5100 Westheimer, Ste 580 Houston, TX 77056	713-403-1600
Butler, William H	Vice President	9444 Farnham St, Ste 300 San Diego, CA 92123	858-751-1200
Buttz, John A	Vice President	Terriers House 201 Amersham Road, High Wycombe - HP13 5AJ - UK	44-1494-526240
Cardoch, Lynette C.	Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Carthew, Geoffrey A	Vice President	618 Michillinda Ave, Ste 200 Arcadia, CA 91007	626-796-9141
Casado, Luis S	Vice President	2937 SW 27th Ave, Ste 107 Miami, FL 33133	786-313-5505
Casarez, Kristie L	Vice President	9444 Farnham St, Ste 300 San Diego, CA 92123	858-751-1200
Casias, Joseph A	Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Cass, Ronald M	Vice President	Level 21, 28 Freshwater Pl Southbank, Melbourne, Victoria 3006	61-3-8855-6000
Choudry, Tauseef I	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Collyard, Cynthia S	Vice President	1300 East 9th Street, Ste 1100 Cleveland, OH 44114	216-621-2407
Cook, Janell	Vice President	2121 N California Blvd, #600 Walnut Creek, CA 94596	925-627-4500
Cooke, Eoin	Vice President	Suite 1580, One Bental Centre 505 Burrard St, Box 17 Vancouver, British Columbia V7X 1M5	604-648-6161
Cooley, Paul E	Vice President	1990 MacArthur Blvd, #250 Irvine, CA 92612	949-328-2400
Cooley, Robert V	Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Cruice, Kevin P	Vice President	1340 Poydras St, #1420 New Orleans, LA 70112	504-581-6900
Cryer, Edwin T	Vice President	671 E Riverpark Lane, #200 Boise, ID 83706	208-345-5865
Decker, Christian W	Vice President	MWH Arabtech Jardaneh Bldg #8, 7th Circle - Al Tabasheer St. 3, Amman, Jordan 11191	962-6-586-1074
DeDen, F. Michael	Vice President	10619 S Jordan Gateway South Jordan, UT 84095	801-617-3200
Dell, Rodney K	Vice President	Level 2 39-41 Chandos St, St Leonards, Sydney, NSW-2065, Australia	61-2-9493-9700
Dickson, Peter A	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Djavid, Mohammad	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000

Dolak, Ivan	Vice President	Al-Masrouji Bldg, 3rd Floor Ramallah, West Bank, Palestine	972-2-240-7430
Dorratcague, Dennis E	Vice President	2353 130th Ave NE, Ste 200 Bellevue, WA 98005	425-896-6900
Dunham, Harry E	Vice President	2353 130th Ave NE, Ste 200 Bellevue, WA 98005	425-896-6900
Duque, John H	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Eaton, Andrew D	Vice President	750 Royal Oaks, Suite 100 Monrovia, CA 91016	626-386-1100
Edmonds, Rodney L.	Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Ellerbroek, David A	Vice President	1475 Pine Grove Rd, # 109 Steamboat Springs, CO 80487	970-879-6260
Emerson, Benjamin	Vice President	1801 California St, Ste 2900 Denver, CO 80202	303-291-2222
Erpenbeck, Donald A	Vice President	789 North Water St, #430 Milwaukee, WI 53202	414-615-1960
Fahey, Janet	Vice President	618 Michillinda Ave, Ste 200 Arcadia, CA 91007	626-796-9141
Fasold, Brian H	Vice President	1801 California St, Ste 2900 Denver, CO 80202	303-291-2222
Fouser, John D	Vice President	10010 San Pedro Ave, #390 San Antonio, TX 78216	210-340-5252
Frank, Richard A	Vice President	3010 W Charleston Blvd, #100 Las Vegas, NV 89102	702-878-8010
Franklin, Terence E	Vice President	121 S Tejon, Plaza of the Rockies, 3rd Floor Colorado Springs, CO 80903	719-668-3737
Frissora, Joseph	Vice President	250 Pehle Ave, Suite 408 Saddle Brook, NJ 07663	201-845-0470
Gilbert, Kirby	Vice President	2353 130th Ave NE, Ste 200 Bellevue, WA 98005	425-896-6900
Grant, Glen A	Vice President	3321 Power Inn Rd, Ste 300 Sacramento, CA 95826	916-924-8844
Hachenburg, Becky J.	Vice President	100 S. Dixie Highway, #300 West Palm Beach, FL 33401	561-650-0070
Hambrick, Dixie Ann	Vice President	618 Michillinda Ave, Ste 200 Arcadia, CA 91007	626-796-9141
Hamid, Akhtar	Vice President	2121 N California Blvd, #600 Walnut Creek, CA 94596	925-627-4500
Harris, Craig W	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Harris, Victor E	Vice President	618 Michillinda Ave, Ste 200 Arcadia, CA 91007	626-796-9141
Harrison, David S	Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Hartel, Patrick G	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Hayes, Stanley J	Vice President	2353 130th Ave NE, Ste 200 Bellevue, WA 98005	425-896-6900
Hedien, Jason E	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000

Hillebrenner, Gregory A	Vice President	S.A. Edificio Plaza Banco General, Piso 18 Calle Aquilino de la Guardia y Calle 50 Apartado Postal 0819-06569	507-269-0592
Hinman, Steven N	Vice President	1801 California St, Ste 2900 Denver, CO 80202	303-291-2222
Hodgson, Kathleen M	Vice President	Level 2 39-41 Chandos St, St Leonards, Sydney, NSW-2065, Australia	61-2-9493-9700
Hoornaert, Gary M	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Hoskins, Kevin M	Vice President	1801 California St, Ste 2900 Denver, CO 80202	303-291-2222
Hron, Jaroslav J	Vice President	1801 California St, Ste 2900 Denver, CO 80202	303-291-2222
Hrusovsky, Robert R	Vice President	1300 East 9th Street, Ste 1100 Cleveland, OH 44114	216-621-2407
Humphrey, Glenn R	Vice President	490 Sawgrass Corp Pkwy Sunrise, FL 33325	954-846-0401
Hunter, Robert	Vice President	3157 Royal Drive, Suite 250 Alpharetta, GA 30022	678-327-2929
Hutchinson, Raymond E	Vice President	3157 Royal Drive, Suite 250 Alpharetta, GA 30022	678-327-2929
Hyland, Steven J	Vice President	2121 N California Blvd, #600 Walnut Creek, CA 94596	925-627-4500
Israelsen, Ronald E	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Jacangelo, Joseph G	Vice President	40814 Stoneburner Mill Lane Lovettsville, VA 20180	540-822-2245
Johnson, Thomas (Joe) J	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Joyce II, George P	Vice President	100 N Ashley Dr, Ste 1000 Tampa, FL 33602	813-221-1981
Kane, Donald A	Vice President	10010 San Pedro Ave, #390 San Antonio, TX 78216	210-340-5252
Kastner, Erich	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Kerr, Andrew V	Vice President	2121 N California Blvd, #600 Walnut Creek, CA 94596	925-627-4500
Kesler-Arnold, Kimberly A	Vice President	35055 W. Twelve Mile Rd Farmington Hills, MI 48331	248-522-8333
Kinser, Karla J	Vice President	1801 California St, Ste 2900 Denver, CO 80202	303-291-2222
Kocian, Gene J	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Konstantellos, Christ	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Kvasnicka, Kenneth W	Vice President	230 Peachtree St, Ste 470 Atlanta, GA 30303	404-688-1083
Lee, Howard E	Vice President	2353 130th Ave NE, Ste 200 Bellevue, WA 98005	425-896-6900
Lewis, Richard B	Vice President	14311 Metropolis Ave, #101 Fort Myers, FL 33912	239-236-0011
Lewis, Richard S Jr.	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Liming, Brian D	Vice President	671 E Riverpark Lane, #200 Boise, ID 83706	208-345-5865

Llort, Gabriel J	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Marshall, Allan	Vice President	Delftechpark 9 Delft, Netherlands 2628XJ	31-15-751-23-00
Matus, Zbigniew R.	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Mazhar, Farrukh M.	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
McCavitt, Geoffrey F	Vice President	2121 N California Blvd, #600 Walnut Creek, CA 94596	925-627-4500
McHie, William F	Vice President	7742 Office Park Blvd, Bldg C Baton Rouge, LA 70809	225-926-3991
McLamarrah, Jane A	Vice President	6000 Fairview Road, Ste 1200 Charlotte, NC 28210	704-552-3884
Miller, Kristen M	Vice President	1300 East 9th Street, Ste 1100 Cleveland, OH 44114	216-621-2407
Minnick, Eugene W.	Vice President	1300 East 9th Street, Ste 1100 Cleveland, OH 44114	216-621-2407
Moser, Mark S	Vice President	618 Michillinda Ave, Ste 200 Arcadia, CA 91007	626-796-9141
Moser, William H	Vice President	9444 Farnham St, Ste 300 San Diego, CA 92123	858-751-1200
Musgrave, Michael D	Vice President	201 North Illinois St Indianapolis, IN 46204	317-327-2259
Nazeer, Khalid	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Nelson, Mark R	Vice President	7557 Rambler Rd, Ste 440 Dallas, TX 75231	214-360-9929
Nelson, Stuart A.	Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Newbery, Michael J	Vice President	S.A. Edificio Plaza Banco General, Piso 18 Calle Aquilino de la Guardia y Calle 50 Apartado Postal 0819-06569	507-269-0592
Nielsen, Cynthia L	Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Nolan, Susan N	Vice President	1340 Poydras St, #1420 New Orleans, LA 70112	504-581-6900
Novak, Julie W.	Vice President	200 Lindenwood Dr, #100 Malvern, PA 19355	610-993-0800
Obermeyer, James R	Vice President	1801 California St, Ste 2900 Denver, CO 80202	303-291-2222
Okusu, Nora M	Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Olsen, Hhan	Vice President	10619 S Jordan Gateway South Jordan, UT 84095	801-617-3200
Oppenheimer, Joan N	Vice President	618 Michillinda Ave, Ste 200 Arcadia, CA 91007	626-796-9141
Ottsen, Christopher E	Vice President	S.A. Edificio Plaza Banco General, Piso 18 Calle Aquilino de la Guardia y Calle 50 Apartado Postal 0819-06569	507-269-0592
Pansic, Nicholas	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Parent, Robert A	Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900

Patel, Gary C	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Paulson, Edwin "Chip"	Vice President	1801 California St, Ste 2900 Denver, CO 80202	303-291-2222
Pena, Jerry Jr.	Vice President	1801 California St, Ste 2900 Denver, CO 80202	303-291-2222
Peoples, Nathan W.	Vice President	7237 Church Ranch Blvd Westminister, CO 80021	303-385-5500
Peters, Daniel B	Vice President	1801 California St, Ste 2900 Denver, CO 80202	303-291-2222
Peterson, Lori A	Vice President	10619 S Jordan Gateway South Jordan, UT 84095	801-617-3200
Petrik, Bruce A	Vice President	Level 2, Bldg C, Millennium Centre 600 Great South Road Greenlane, P.O. Box 12 941 Penrose, Auckland, NZ	64-9-580-4500
Phillips, Bruce A	Vice President	9505 W. Mary Ingles Hwy Foster, KY 41043	513-593-0189
Pickens, William E	Vice President	1801 California St, Ste 2900 Denver, CO 80202	303-291-2222
Pintabona, Robert	Vice President	1300 East 9th Street, Ste 1100 Cleveland, OH 44114	216-621-2407
Pisano, William C	Vice President	671 E Riverpark Lane, #200 Boise, ID 83706	208-345-5865
Plecker, Richard D	Vice President	618 Michillinda Ave, Ste 200 Arcadia, CA 91007	626-796-9141
Plested, Mark L	Vice President	10010 San Pedro Ave, #390 San Antonio, TX 78216	210-340-5252
Postma, Stanley S	Vice President	10619 S Jordan Gateway South Jordan, UT 84095	801-617-3200
Price, Michael L	Vice President	2121 N California Blvd, #600 Walnut Creek, CA 94596	925-627-4500
Raines, Gregory L	Vice President	9444 Farnham St, Ste 300 San Diego, CA 92123	858-751-1200
Rappold, Frederick A	Vice President	200 Lindenwood Dr, #100 Malvern, PA 19355	610-993-0800
Reed, Douglas A	Vice President	1300 East 9th Street, Ste 1100 Cleveland, OH 44114	216-621-2407
Rephlo, Lisa M	Vice President	3665 JFK Pkwy, Bldg 1, #200 Fort Collins, CO 80525	970-377-9410
Richardson, Randy	Vice President	6940 14th Avenue Edmonds Annex Bldg W1 Burnaby, British Columbia V3N 1Y9	303-763-0493
Ringel, David	Vice President	618 Michillinda Ave, Ste 200 Arcadia, CA 91007	626-796-9141
Robinson, John	Vice President	618 Michillinda Ave, Ste 200 Arcadia, CA 91007	626-796-9141
Rogers, Michael F	Vice President	6940 14th Avenue Edmonds Annex Bldg W1 Burnaby, British Columbia V3N 1Y9	303-763-0493
Rossetti, David J	Vice President	1300 East 9th Street, Ste 1100 Cleveland, OH 44114	216-621-2407
Saade, Michael J	Vice President	44 Montgomery St, Ste 1400 San Francisco, CA 94104	415-430-1800
Sadden, Brian	Vice President	2353 130th Ave NE, Ste 200 Bellevue, WA 98005	425-896-6900

Sanchez, Corey R.	Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900
Sardie, Julie A	Vice President	7742 Office Park Blvd, Bldg C Baton Rouge, LA 70809	225-926-3991
Schers, Gerardus J	Vice President	490 Sawgrass Corp Pkwy Sunrise, FL 33325	954-846-0401
Schillaci, Joseph A	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Schlicher, Ron J	Vice President	10619 S Jordan Gateway South Jordan, UT 84095	801-617-3200
Scott, John D	Vice President	3321 Power Inn Rd, Ste 300 Sacramento, CA 95826	916-924-8844
Scott, Mark	Vice President	121 S Tejon, Plaza of the Rockies, 3rd Floor Colorado Springs, CO 80903	719-668-3751
Searles, Sean Patrick	Vice President	230 Peachtree St, Ste 470 Atlanta, GA 30303	404-688-1083
Sehgal, Chander K	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Sellen, Richard A	Vice President	200 Lindenwood Dr, #100 Malvern, PA 19355	610-993-0800
Shively, Kari	Vice President	3321 Power Inn Rd, Ste 300 Sacramento, CA 95826	916-924-8844
Shuster, Sandra L.	Vice President	1717 Pennsylvania Ave NW Washington, DC 20006	202-223-1733
Sin, Yung-Hsin	Vice President	3321 Power Inn Rd, Ste 300 Sacramento, CA 95826	916-924-8844
Smith, Emmitt G	Vice President	10619 S Jordan Gateway South Jordan, UT 84095	801-617-3200
Smith, Philip	Vice President	1801 California St, Ste 2900 Denver, CO 80202	303-291-2222
Snow, J. R. (Russ)	Vice President	121 S Tejon, Plaza of the Rockies, 3rd Floor Colorado Springs, CO 80903	719-668-3751
Stahl, James F	Vice President	618 Michillinda Ave, Ste 200 Arcadia, CA 91007	626-796-9141
Stephenson, Roger V	Vice President	618 Michillinda Ave, Ste 200 Arcadia, CA 91007	626-796-9141
Strachan, Clinton L	Vice President	3665 JFK Pkwy, Bldg 1, #200 Fort Collins, CO 80525	970-377-9410
Swanson, William R	Vice President	3321 Power Inn Rd, Ste 300 Sacramento, CA 95826	916-924-8844
Tam, Frank P	Vice President	806 SW Broadway, Ste 200 Portland, OR 97205	503-226-7377
Taplin, William A	Vice President	2121 N California Blvd, #600 Walnut Creek, CA 94596	925-627-4500
Targett, John F	Vice President	MWH Peru S.A. Av. Conquistadores 626-638 San Isidro, Lima, Peru	511-700-3200
Tate, Gregory L	Vice President	100 N Ashley Dr, Ste 1000 Tampa, FL 33602	813-221-1981
Taylor, Stephen J	Vice President	4820 South Mill Ave, Ste 104 Tempe, AZ 85282	480-755-8201
Teoh, Choo B	Vice President	789 North Water St, #430 Milwaukee, WI 53202	414-615-1960
Thompson, A. Robert	Vice President	230 Peachtree St, Ste 470 Atlanta, GA 30303	404-688-1083
Thompson, David P	Vice President	2353 130th Ave NE, Ste 200 Bellevue, WA 98005	425-896-6900

Travers, Matthew D	Vice President	12 Fransworth St, 2nd Fl Boston, MA 02210	617-314-7100
Trouille, Bruno	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Umphres, Margaret B	Vice President	9444 Farnham St, Ste 300 San Diego, CA 92123	858-751-1200
Vagt, Peter J	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
VanDerveer, William	Vice President	121 S Tejon, Plaza of the Rockies, 3rd Floor Colorado Springs, CO 80903	719-668-3751
Velon, John P	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Visconti, John A. Jr.	Vice President	490 Sawgrass Corp Pkwy Sunrise, FL 33325	954-846-0401
Waller, Philip L	Vice President	100 N Ashley Dr, Ste 1000 Tampa, FL 33602	813-221-1981
Walsh, Donald A	Vice President	35055 W. Twelve Mile Rd Farmington Hills, MI 48331	248-522-8333
Watson, Andrew H	Vice President	MWH Peru S.A. Av. Conquistadores 626-638 San Isidro, Lima, Peru	511-700-3200
Watson, Mike B	Vice President	3321 Power Inn Rd, Ste 300 Sacramento, CA 95826	916-924-8844
Watt, Ralph L	Vice President	175 West Jackson Blvd, 1900 Chicago, IL 60604	312-831-3000
Weber, Steven P.	Vice President	3010 W Charleston Blvd, #100 Las Vegas, NV 89102	702-878-8010
West, Calvin E	Vice President	1835 S Bragaw St, Ste 350 Anchorage, AK 99508	907-248-8883
Wilcox, Craig J	Vice President	2121 N California Blvd, #600 Walnut Creek, CA 94596	925-627-4500
Wilcoxson, David R	Vice President	2121 N California Blvd, #600 Walnut Creek, CA 94596	925-627-4500
Wilson, Ed	Vice President	750 Royal Oaks, Suite 100 Monrovia, CA 91016	626-386-1100
Winstead, Huron F	Vice President	6000 Fairview Road, Ste 1200 Charlotte, NC 28210	704-552-3884
Witnik, James A	Vice President	9444 Farnham St, Ste 300 San Diego, CA 92123	858-751-1200
Wolfe, Timothy A	Vice President	1801 Watermark Dr, Ste 220 Columbus, OH 43215	614-324-2220
Woodhouse, Robert A.	Vice President	44 Montgomery St, Ste 1400 San Francisco, CA 94104	415-430-1800
Yaussi, Louis A	Vice President	618 Michillinda Ave, Ste 200 Arcadia, CA 91007	626-796-9141
Young, R. Christopher	Vice President	7742 Office Park Blvd, Bldg C Baton Rouge, LA 70809	225-926-3991
Yurick, Robert C	Vice President	1717 Pennsylvania Ave NW Washington, DC 20006	202-223-1733
Zachman, Shawna K	Vice President	380 Interlocken Blvd, Ste 200 Broomfield, CO 80021	303-533-1900

EXHIBIT "G"

Block 5	**Disclosure of Ownership and Principals - Alternate**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Steven P. Weber, PhD, Vice President

11.29.11

Date

Subscribed and sworn to before me this 29th day of November, 2011.

Christine M. Smith

Notary Public

CHRISTINE M. SMITH
Notary Public State of Nevada
No. 94-1106-1
My appt. exp. Jan. 16, 2014

END OF EXHIBIT "G"

City of Las Vegas Agenda Item No.: **18.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Report for possible action on the 2012 Federal Legislative Agenda - All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Each year the Department of Administrative Services develops the City's Federal Legislative Agenda based on meetings with the Mayor, Council members, and each City Department. The Agenda includes the City's top legislative issues, public lands priorities and other legislative topics of interest to the City. This document is used to guide federal lobbying efforts by the City and its federal lobbying firm, Patton Boggs, LLP. Staff will provide an outline of the 2012 Federal Legislative Agenda.

RECOMMENDATION:
Approve the 2012 Federal Legislative Agenda and direct staff accordingly

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **19.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Report for possible action regarding a Parking Asset Management Plan for the City of Las Vegas, including the structure of the parking division under the Department of Economic and Urban Development and supporting municipal code changes and other changes - All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This report presents a structure for the parking management system based on a comprehensive management philosophy including organizational structure, vacant positions, financial projections, investment in capital improvements, service enhancements and to provide a direction for parking management in the City of Las Vegas. This plan is a part of an ongoing initiative to professionally manage the City's parking assets for economic development in order to increase system revenues, improve customer service and provide development support.

RECOMMENDATION:
Accept report and direct staff as appropriate.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **20.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BOARDS & COMMISSIONS:

For Possible Action - REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) ADVISORY COMMITTEE ON BUS BENCH/SHELTER CONSTRUCTION AND MAINTENANCE – Mel Irwin, Term Expires 1-7-2012; William McCurdy, Term Expires 1-21-2012

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This Advisory Committee was created by Assembly Bill 239 to provide information and advice to the RTC concerning the construction and maintenance of benches and shelters for passengers of public mass transportation. There is no limit to the number of one-year terms which may be served and no City residency requirement. Mr. Irwin was originally appointed 8-1-2007 and Mr. McCurdy was originally appointed 1-4-2006. Mr. Irwin does not wish to be reappointed. Mr. McCurdy is eligible to be reappointed.

RECOMMENDATION:
Procedure for this Board requires appointment by the City Council. Options are:
Appoint a new member to fill the seat.
Reappoint Mr. McCurdy OR appoint a new member to fill the seat.

BACKUP DOCUMENTATION:
Current Listing and Authority

8-4-2011

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA ADVISORY COMMITTEE ON BUS BENCH/SHELTER CONSTRUCTION AND MAINTENANCE

MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1. WILLIAM McCURDY (Reese's Recommendation)	8-1-2007 **(Reappt. 12-19-2007)** **(Reappt 1-23-2009)** **(Reappt 1-6-2010)** **(Reappt 1-5-2011)**	1-21-2012
2. MEL IRWIN (Tarkanian's Recommendation)	1-04-2006 **(Reappt. 12-20-2006)** **(Reappt. 12-19-2007)** **(Reappt. 1-7-2009)** **(Reappt. 12-16-2009)** **(Reappt 1-5-2011)**	1-7-2012

******

AUTHORITY: NRS 277A.340 (NRS Chapter 373 repealed 2009)

TERM: 1 year term
Must fill unexpired terms
No term limit

APPOINTED: 2 members appointed by the City Council

PURPOSE: Provides information and advice to the Regional Transportation Commission concerning the construction and maintenance of benches and shelters for passengers of public mass transportation in the county.

MEETINGS: 3rd Thursday every other month at 3:00 P.M.

NOTES: **No City Residency Requirement**
No compensation, per diem, or travel expenses

CONTACTS: Ted Olivas, Director, Administrative Services, City of Las Vegas
Jacob Snow, General Manager, Regional Transportation Commission, 600 S. Grand Central Parkway, Ste. #350, Las Vegas, Nevada 89106 (676-1608)

City of Las Vegas Agenda Item No.: **21.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BOARDS & COMMISSIONS:

For Possible Action - PARK & RECREATION ADVISORY COMMISSION – Kyle Stephens, Term Expiration 1-8-2012

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The term of office for Kyle Stephens will expire January 8, 2011. There is no City residency requirement, terms are for three years; unexpired terms must be filled and there is no limit to the number of terms that may be served. Mr. Stephens was originally appointed to fill an unexpired term and reappointed on December 17, 2008. He does not wish to be reappointed. Procedure for this Board requires appointment by the City Council.

RECOMMENDATION:
Options are:
Appoint a new member to fill this seat

BACKUP DOCUMENTATION:
Current Listing and Authority

Parks and Recreation Advisory Commission

	Name	Appointment Date	Expiration Date	Recommended By:
1	**Adroushan (Andy) Armenian**	6 /4 /2008	2/5/2012	Council
		Reapp: 1/21/2009		
2	**Harry Lee**	12/6 /2006	12/7/2014	Council
		Reapp: 12/3/2008 11/16/2011		
3	**Michael R. Aker**	10/4 /2006	12/12/2012	Council
		Reapp: 11/15/2006 12/2/2009		
4	**Kyle Stephens**	11/7 /2007	1/8/2012	Council
		Reapp: 12/17/2008		
5	**Letia (Lee) M. Heenan**	9 /1 /1974	1/7/2013	Council
		Reapp: 12/15/1997 1/3/2001 1/7/2004 12/20/2006 12/16/2009		
6	**April Thomason**	11/16/2011	12/3/2014	Council
		Reapp:		
7	**David Alexander Lopez**	1 /5 /2011	1/6/2014	Council
		Reapp: N/A		
8	**Joseph R. Callo Jr.**	11/2 /2011	11/2/2014	Council
		Reapp: N/A		
9	**Malcolm D. White**	11/7 /2001	4/7/2013	Council
		Reapp: 4/7/2004 3/7/2007 3/17/2010		
10	**Lisa B. Sherman**	4 /1 /1992	4/1/2013	Council
		Reapp: 4/5/1995 3/23/1998 3/7/2001 3/17/2004 3/7/2007		
11	**Charles Foger**	11/6 /2002	3/24/2012	Council
		Reapp: 2/19/2003 3/1/2006 03/04/2009		
12	**Jerry Farler**	7 /6 /2011	7/6/2014	
		Reapp: N/A		

Name	Appointment Date	Expiration Date	Recommended By:
13 Laurie R. Buchman	9 /17/2008	3/24/2012	Council
	Reapp: 03/04/2009		
14 William McCurdy	12/5 /2001	2/20/2012	Council
	Reapp: 1/22/2003 1/18/2006 1/21/2009		
15 William Teel	12/17/2008	12/17/2011	Council
	Reapp:		

ON APRIL 12, 2000 MEMBER JEANNE A. ROBERTS WAS NAMED "MEMBER EMERITUS" BY THE PARKS AND RECREATION ADVISORY COMMISSION FOR HER LONG SERVICE TO THIS COMMISSION.

ON NOVEMBER 14, 2007 MEMBER DR. DONALD ROMEO WAS NAMED "MEMBER EMERITUS" BY THE PARKS AND RECREATION ADVISORY COMMISSION FOR HIS LONG SERVICE TO THIS COMMISSION.

NOTE: On 1-8-1992 the Council adopted Bill 91-1977, which terminated the Golf Board and added the functions previously handled by the Golf Board as functions of the Park & Recreation Board.

AUTHORITY: LVMC 2.42. Amended by Bill 2001-70, Ordinance 5346, adopted 8-1-2001.

MEMBERS: 15 members appointed by the City Council. (Increased from 11 to 15 on 2-6-1991, Bill 91-2)

TERM: 3 years (no limit to number of terms)
(Must fill unexpired terms)

NOTES: **No City residency requirement.**
NO FINANCIAL DISCLOSURE REQUIREMENT per Bill 2001-70, PER Ordinance 5346, adopted 8-1-2001.

MEETINGS: Meets 1st Tuesday of each month, 4:00 P.M., 400 Stewart Avenue, 1st Floor Conference Room

City of Las Vegas Agenda Item No.: **22.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2012-1 – Adopts an amended development agreement with KAG Property, LLC relating to the development of property generally located southwest of the intersection of Fort Apache Road and Moccasin Road. Sponsored by: Councilman Steven D. Ross

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This bill will adopt an amended development agreement with KAG Property, LLC relating to the development of property generally located southwest of the intersection of Fort Apache Road and Moccasin Road. The development agreement was approved by the City Council on November 16, 2011. Adoption by means of ordinance is a formality required by State law.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2012-1

BILL NO. 2012-1

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THAT CERTAIN AGREEMENT ENTITLED "FIRST AMENDMENT AND RESTATEMENT TO THE DEVELOPMENT AGREEMENT BETWEEN KAG PROPERTY, LLC," AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Adopts an amended development agreement with KAG Property, LLC relating to the development of property generally located southwest of the intersection of Fort Apache Road and Moccasin Road.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: That certain development agreement entitled "First Amendment and Restatement to the Development Agreement Between KAG Property, LLC," which was approved by the City Council on November 16, 2011, and which is on file with the City Clerk's Office, is hereby adopted in conformance with the provisions of NRS Chapter 278.

SECTION 2: The development agreement adopted by Section 1 is intended to replace and supersede that certain development agreement entitled "Development Agreement Between City of Las Vegas and Kyle Acquisition Group, LLC," which was approved by the City Council on May 16, 2007, and thereafter adopted by Ordinance No. 5910.

SECTION 3: This Ordinance, as well as the development agreement adopted by Section 1, shall be recorded in the office of the County Recorder in accordance with the provisions of NRS Chapter 278.

SECTION 4: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 5: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2012.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 12-13-11
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2012, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2012, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **23.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2012-2 – Establishes the means of allowing the use "community garden" in certain residential, commercial and industrial zoning districts. (TXT-43411) Sponsored by: Councilman Ricki Y. Barlow

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This bill will establish the means of allowing the use "community garden" in certain residential, commercial and industrial zoning districts. Allowing this use supports several Master Plan policies. It promotes healthy neighborhoods and helps to provide food security for low-income persons. The bill provides limitations and standards to ensure that the use can be operated in a manner compatible with surrounding uses.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2012-2

BILL NO. 2012-2

ORDINANCE NO. _____

AN ORDINANCE TO ESTABLISH THE MEANS OF ALLOWING THE USE "COMMUNITY GARDEN" IN CERTAIN RESIDENTIAL, COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Ricki Y. Barlow

Summary: Establishes the means of allowing the use "community garden" in certain residential, commercial and industrial zoning districts.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to provide that the use "Community Garden" is a conditional use in all residential zoning districts listed in Table 2, and is a permitted use in all commercial and industrial zoning districts listed in Table 2. In order to reflect the amendment, Table 2 is amended by adding, at the appropriate location, an entry for the use "Community Garden." In addition, Table 2 is amended by inserting the letter "C" in each box representing the intersection of the row for the use "Community Garden" and the column for each of the following districts: U, R-E, R-1, R-CL, R-TH, R-2, R-3, R-4 and R-MH. Finally, Table 2 is amended by inserting the letter "P" in each box representing the intersection of the row for the use "Community Garden" and the column for each of the following districts: P-O, O, C-1, C-2, C-M and M.

SECTION 2: Title 19, Chapter 12, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the entry for the use "Crop Production" so that the Description of that use reads as follows:

Description: An area for raising or harvesting agricultural crops**[.]**, generally operated on a large-scale commercial basis with accompanying wholesale and retail sales. This use does not include either a community garden or a garden that is incidental to a residential use and whose products are intended for the use of those residing on the parcel.

SECTION 3: Title 19, Chapter 12, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the entry for the use "Garden

Supply/Plant Nursery" so that the Description of that use reads as follows:

Description: A facility, generally operated on a commercial basis, for the growing, display, or sale of plant stock, seeds or other horticulture items. This use may include raising plants outdoors or in greenhouses for sale either as food or for use in landscaping. The term does not include either a community garden or a garden that is incidental to a residential use and whose products are intended for the use of those residing on the parcel.

SECTION 4: Title 19, Chapter 12, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto, at the appropriate location, a new entry for the use "Community Garden" to read as follows:

Community Garden

Description:

An area of land established and used for gardening by a community-based organization or other group of people, with the intent of harvesting vegetables, fruits, flowers and herbs for personal consumption or for sales or distribution to the community on a limited basis. The term does not include a garden that is incidental to a residential use and whose products are intended for the use of those residing on the parcel.

Conditional Use Regulations:

1. Except as otherwise permitted by the remaining Conditional Use Regulations, all structures shall comply with the development standards applicable to the zoning district in which the use is located.

2. In any residential zone:

   a. Community garden structures may not exceed 12 feet in height.

   b. Where a primary structure exists, community garden structures shall comply with the applicable requirements of this Title for an accessory structure.

   c. Where no primary structure exists, the cumulative gross floor area of all community garden structures shall not exceed 1000 square feet or 10% of the lot size, whichever is less.

3. Any on-site sale or donation of products is limited to products grown on-site and may not take place within a residential dwelling unit.

4. Any on-site sale or donation of products is limited to once per week and may take place only between the hours of 7:00 a.m. to 7:00 p.m.

5. Any outgoing deliveries of garden products shall be limited to once per week.

6. No item of motorized garden equipment may exceed 25 horsepower.

7. No more than one identification sign is permitted and the area of the sign may not exceed 64 square inches.

8. All sales of products must comply with applicable provisions of LVMC Title 6 as well as other applicable State and local laws and regulations.

9. If unpaved parking is utilized, a dust control permit approved by the Clark County Department of Air Quality and Environmental Management must first be obtained.

On-site Parking Requirements: One space per delivery vehicle, if any.

SECTION 5: Title 19, Chapter 18, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the definition of the term "Crop Production" to read as follows:

Crop Production. An area for raising or harvesting agricultural crops[.], generally operated on a large-scale commercial basis with accompanying wholesale and retail sales. The term does not include either a community garden or a garden that is incidental to a residential use and whose products are intended for the use of those residing on the parcel.

SECTION 6: Title 19, Chapter 18, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the definition of the term "Garden Supply/Plant Nursery" to read as follows:

Garden Supply/Plant Nursery. A facility, generally operated on a commercial basis, for the growing, display, or sale of plant stock, seeds or other horticulture items. This use may include raising plants outdoors or in greenhouses for sale either as food or for use in landscaping. The term does not include either a community garden or a garden that is incidental to a residential use and whose products are intended for the use of those residing on the parcel.

SECTION 7: Title 19, Chapter 18, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto, at the appropriate location,

the following term and its corresponding definition:

Community Garden. An area of land established and used for gardening by a community-based organization or other group of people, with the intent of harvesting vegetables, fruits, flowers and herbs for personal consumption or for sales or distribution to the community on a limited basis. The term does not include a garden that is incidental to a residential use and whose products are intended for the use of those residing on the parcel.

SECTION 8: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments described in Sections 1 to 7, inclusive, of this Ordinance.

SECTION 9: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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SECTION 10: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 12-13-11
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **24.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2012-3 – Amends the Town Center Development Standards Manual to adjust the land use treatment of pet boarding, solar panels, and small wind energy systems. (TXT-42360)
Sponsored by: Councilman Steven D. Ross

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This bill will amend the Town Center Development Standards Manual to adjust the land use treatment of pet boarding, solar panels, and small wind energy systems. These uses currently are not specifically provided for in the Manual. This bill will allow them in specified Town Center Districts, subject to the standards set forth in Title 19 for those uses in other areas of the City.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2012-3

BILL NO. 2012-3

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE TOWN CENTER DEVELOPMENT STANDARDS MANUAL TO ADJUST THE LAND USE TREATMENT OF PET BOARDING, SOLAR PANELS, AND SMALL WIND ENERGY SYSTEMS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Amends the Town Center Development Standards Manual to adjust the land use treatment of pet boarding, solar panels, and small wind energy systems.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The Town Center Development Standards Manual, adopted under Section 19.10.060(B) of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended as set forth in Sections 2 to 4, inclusive, of this Ordinance.

SECTION 2: Table 1 (the Permitted Uses Matrix), as found at the end of Section B.2 of the Manual, is amended by adding, at the appropriate places, entries for three additional uses, as follows:

USES	GC	SC	UC	SX	MS	EC	L	ML	MLA	M	PF
Pet Boarding	C	C	C	S		C					
Small Wind Energy System	C	C	C	C	C	C	C	C	C	C	C
Solar Panel	C	C	C	C	C	C	C	C	C	C	C

SECTION 3: Section B.3.B of the Manual, pertaining to conditions applicable to Conditional Uses, is amended by adding three new entries, at the appropriate locations, reading respectively as follows:

PET BOARDING

a. The use shall comply with all minimum conditions, standards and requirements applicable to the use "Pet Boarding" in LVMC Chapter 19.12.

SMALL WIND ENERGY SYSTEM

a. The use shall comply with all minimum conditions, standards and requirements applicable to the use "Small Wind Energy System" in LVMC Chapter 19.12.

SOLAR PANEL

a. The use shall comply with all minimum conditions, standards and requirements applicable to the use "Solar Panel" in LVMC Chapter 19.12.

SECTION 4: Section B.4.B of the Manual, pertaining to minimum requirements applicable to Special Use Permits, is amended by adding, at the appropriate location, a new entry reading as follows:

PET BOARDING

a. The use shall comply with all minimum conditions, standards and requirements applicable to the use "Pet Boarding" in LVMC Chapter 19.12.

SECTION 5: The Department of Planning is authorized and directed to incorporate into the Town Center Development Standards Manual the amendments made by this Ordinance, including, as deemed necessary or appropriate, any rearrangement and renumbering of entries and any parallel reference changes.

SECTION 6: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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SECTION 7: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2012.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 12-13-11
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2012, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2012, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **25.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:

For Possible Action - Any items from the afternoon session that the Council, staff and /or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time

City of Las Vegas Agenda Item No.: **26.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: BUILDING AND SAFETY
DIRECTOR: CHRIS KNIGHT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1300 Douglas Drive for fees in the amount of $2,709.75 (General Fund) and assess a maximum of $41,500 in daily civil penalties. PROPERTY OWNER: ROBER J SIBULKIN - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,709.75
Funding Source: General Fund
Dept./Division: Building and Safety/Code Enforcement

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Building and Safety declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, the Department of Building and Safety hired Blast Janitorial Services to board all open doors and windows, remove all trash and debris, remove all dead vegetation to include trees, remove all weeds, and apply herbicide. To date, there have been seven (7) inspections conducted at this location. The estimated value of the property based on Zillow.com is $90,300.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,725 invoice for Blast Janitorial Services, $258.75 administrative fee, $726 in reinspection fees (including late fees), fee for a total of $2,709.75 to be recorded immediately, and consider assessing a maximum of $41,500 in daily civil penalties to be recorded on or after July 16, 2012.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Liens

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: January 4, 2012
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1300 Douglas Drive for fees in the amount of $2,709.75 (General Fund) and assess a maximum of $41,500 in daily civil penalties. PROPERTY OWNER: ROBERT J SIBULKIN – Ward 1 (Tarkanian)

Blast Janitorial Services completed work on October 6, 2011 at a cost of $1,725; $726 in reinspection fees (including late fees); $258.75 administrative fee; for a total of $2,709.75.

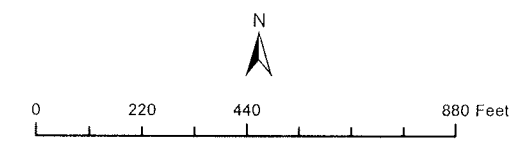
Today's public hearing is to consider the Report of Expenses filed by the Department of Building and Safety and to hear any objections thereto. Under the Uniform Code for the Abatement of Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

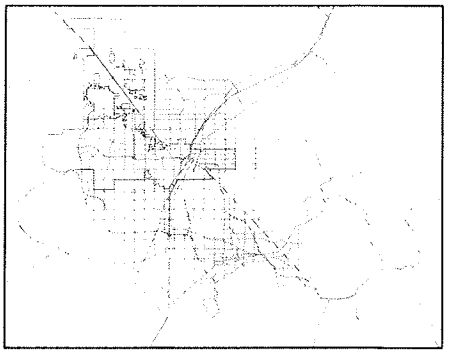
If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

1300 DOUGLAS DRIVE
CROSS STREETS - OAKEY//VALLEY VIEW

City of Las Vegas Vicinity Map







GIS maps are normally produced only to meet the needs of the City
Due to continuous development activity this map is for reference only
Geographic Information System
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT

1300 DOUGLAS DRIVE
CROSS STREETS - OAKEY//VALLEY VIEW

City of Las Vegas Vicinity Map



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PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Michael W. Bouse, Manager – Code Enforcement Division

CC: File

Date: December 12, 2011

Re: Report of Expenses for the abatement of nuisance located at 1300 Douglas Drive - Ward 1 (Tarkanian)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by boarding all open doors and windows, removing all trash and debris, removing all dead vegetation to include trees, bushes, plants, etc., removing all weeds, and applying herbicide. The abatement was completed by Blast Janitorial Services on October 6, 2011 at a cost of $1,725.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows.	$375.00
Remove all weeds and apply herbicide.	$350.00
Remove all trash and debris.	$400.00
Remove all dead vegetation to include trees, bushes, plants, etc.	$600.00
AMOUNT DUE:	$1,725.00
Administrative Processing Fee:	$258.75
Sub-Total:	$1,983.75
Reinspection Fees (w/late fees):	$726.00
TOTAL AMOUNT DUE:	**$2,709.75**
Daily Civil Penalties – 83 days @ $500 a day (including penalty fees already assessed) July 16, 2011 to October 6, 2011	**$41,500.00**
MAXIMUM TOTAL:	**$44,209.75**
OWNER OF RECORD	ROBERT J. SIBULKIN
PROPERTY ABATED:	1300 Douglas Drive
	Las Vegas, NV 89102
ASSESSOR PARCEL:	162-05-215-046
LEGAL DESCRIPTION:	WESTLEIGH TRACT 4
	PLAT BOOK 3 PAGE 91
	LOT 1 BLOCK 13

MWB:ld

Blast Janitorial Services
4104 Nightingale Street
Las Vegas, NV 89107

Disclosure of Principals

The principals and partners of *Blast Janitorial Services* and all persons and entities holding more than 1% interest in *Blast Janitorial Services* or any principal of *Blast Janitorial Services* are the following:

	Full Name	Business Address	Business Phone
1.	James A Wilson	4104 Nightingale St	702-878-1366
2.	Rosemary S Wilson	4104 Nightingale St	702-878-0418
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

Blast Janitorial Services

By: James A Wilson JAW
James A Wilson

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public, on this 16 day of OCTOBER, 2009.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
R. DIANA LAWVER
No: 09-9427-1
My Appointment Expires Mar. 17, 2013

Notary Public in and for Clark County,
State of Nevada

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

JANUARY 4, 2012

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, JANUARY 4, 2012,** at the hour of **1:00 P.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Building and Safety for:

> Abatement of the violations on the property located at **1300 Douglas Drive – Case No. 103237**. The Director of Building and Safety certifies that the sum of **$2,709.75** was expended and Civil Penalties in the sum of **$41,500.00** may be imposed for a total of **$44,209.75**. Owner of record at time of abatement: **ROBERT J SIBULKIN – WARD 1 (TARKANIAN)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 103237

1300 DOUGLAS DR - Map # 02523-32 Parcel 16205215046

Owner Information:

SIBULKIN ROBERT J
1335 STRONG DR
LAS VEGAS, NV 89102-2160

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: Vagrants. No garage door.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: June 27, 2011

Ward: 1

Date Case Resolved: November 29, 2011

Source: CITZ

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		

AB-006: 16.08.010 UDB SEC 403
6/28/11 OPEN Structure
Secure all structures to City of Las Vegas specifications,.

AN-003: 9.04.010 (4) REFUSE & WASTE
6/28/11 OPEN All yards
Remove all trash and debris from all yards, to include any and all fallen tree branches, etc

AN-006: 9.04.010(7)(A) HIGH VEGETATION
6/28/11 OPEN All yards
Remove all high vegetation

AN-007: 9.04.010(7)(B) DEAD VEGETATION
6/28/11 OPEN All yards
Remove all dead trees, bushes, plants, etc

Chronology of Events:

June 28, 2011 **Insp#: 1145005**

16) Vacant house, open at the garage, but does not appear to have access at this time into main structure. High weeds, dead vegetation, trash and debris, Issue Notice and Order, cb 7-5

June 29, 2011 **RESEARCH**

16) Sewer shows Robert Sibulkin as owner Recorder shows notice of trustee sale from 10-07-2010.

June 29, 2011 **NOTICE AND ORDER REQUEST**

16)Notice and Order processed and forwarded to 19 for review.

July 04, 2011 **NOTICE AND ORDER ISSUED**

July 06, 2011 **ADMINSTRATIVE**

N&O sent. FIle given to #16 for posting.

July 06, 2011	**Insp#: 1146384**	
	16) Posted notice on wall by front door. CB 7-18	
July 18, 2011	**Insp#: 1149190**	
	34) Garage open/accessible, door missing. Still high weeds, refuse/waste, & dead vegetation. Photos. $120 fee.	
July 19, 2011	**BID REQUEST BY OFFICER**	
	34) Gave case to 19 to obtain bids. Requesting securing of structures, removal of weeds, removal of refuse/waste, removal of dead vegetation.	
July 25, 2011	**BID PREPERATION**	
	Bid prep.	
July 25, 2011	**BID REQUEST SENT**	
	RFQ sent to contractors. Bids due 8-1	
August 02, 2011	**BID RECEIVED**	
	Recorded & scanned bids received: 1)Blast=$1725; 2)Weaver=$1990	
August 02, 2011	**10 DAY NOTICE PROCESSING**	
	10 day sent. File given to #34 for posting.	
August 02, 2011	**ADMINSTRATIVE**	
	Bid approval given to #19.	
August 02, 2011	**PHONE CALL**	
	Hotline: vacant house with dead vegetation/high weeds.	
August 02, 2011	**10 DAY BEFORE ABATEMENT NOTICE**	
August 02, 2011	**Insp#: 1152870**	
	34) Post 10 Day Notice Before Abatement. Structure still open/accessible, still high weeds, still refuse/waste, still dead vegetation. Photos. $180 + $150 fee. Call back 8-15.	
August 15, 2011	**Insp#: 1159770**	
	34) Structure still open/accessible, still high weeds, still refuse/waste, still dead vegetation. Photos. $100 + $300 fee.	
August 16, 2011	**RESEARCH**	
	34) No change to county assessor. No new recorded documents.	
August 23, 2011	**PROCEED WITH ABATEMENT**	
	34) Assigned & gave case to 19 to proceed with abatement.	
August 31, 2011	**REVIEW**	
	19) Approved to proceed with PO & Award of bid. File to JR	
September 06, 2011	**RESEARCH**	
	34) Checked MERS - no information found for current owner. No change to county assessor. No new recorded documents.	
September 07, 2011	**BID AWARDED TO CONTRACTOR**	
	Award letter sent to Blast. Pending start date.	
September 13, 2011	**Insp#: 1164890**	
	21)pre photos- high weeds,litter.	
November 22, 2011	**PHONE CALL**	
	Per James with Blast. Job is completed.	

November 22, 2011	**VIDEO REQUEST**	
	After video request from #21	
November 23, 2011	**POST-ABATEMENT VIDEO**	
	21)post photos - f drive working ppp	
November 23, 2011	**Insp#: 1176739**	
	21)property secure..all doors and windows. all yards clean, free of debris weeds. close case.	
November 29, 2011	**ADMINSTRATIVE**	
	Recorded & scanned invoice. File given to #19	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	07/18/2011	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	08/02/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/02/2011	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	08/15/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/15/2011	
LATE FEE	$12.00	U	09/01/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	09/14/2011	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	09/14/2011	
LATE FEE	$18.00	U	09/16/2011	
NUISANCE ABATEMENT FEE	$1,725.00	U	11/29/2011	
ADMINISTRATIVE	$258.75	U	11/29/2011	
LATE FEE	$18.00	U	12/07/2011	
LATE FEE	$18.00	U	12/07/2011	

Total Amount Due: **$3,659.75**

Total Amount Paid: $ -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	BLAST JANITORIAL	A	8/1/11

Bid Amount: 1,725.00
Bid Award Date: 9/7/11
Contractor Start Date:
Description:
Board all open doors/windows. Remove weeds/refuse/waste/dead vegetation. Herbicice.

1	NUISANCE	WEAVER	NA	7/27/11

Bid Amount: 1,990.00
Bid Award Date:
Contractor Start Date:
Description:
Board all open doors/windows. Remove weeds/refuse/waste/dead vegetation. Herbicice.

APN 162-05-215-046

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **ROBERT J. SIBULKIN**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **162-05-215-046**
Commonly known as: **1300 Douglas Drive**
Legal Description: **WESTLEIGH TRACT 4**
PLAT BOOK 3 PAGE 91
LOT 1 BLOCK 13

On **October 6, 2011**, as provided in the Title 9, Chapter 4, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due and proper notification.

Expenses costs and fees ("Actual Cost") in the amount of **$2,709.75** were incurred by the City of Las Vegas in the above-referenced nuisance abatement procedure. Additionally, pursuant to Municipal Code 9.04.120, civil penalties in the amount of **$41,500.00** were approved against the property for violations(s) of Municipal Code 9.04.010. The Las Vegas City Council, at a duly noticed public hearing held on **January 4, 2012** ordered the above Actual Cost in the amount of **$2,709.75**, be immediately assessed against the property by means of this Lien of Assessment with the lien duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this Lien of Assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

NOTE: The City Council ordered the above civil penalties in the amount of **$41,500.00** be assessed against the property by recording a Lien of Assessment on or after **July 16, 2012**.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2012

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF BUILDING AND SAFETY
333 N RANCHO DRIVE, LAS VEGAS, NV 89106 Case #103237

APN 162-05-215-046

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **ROBERT J. SIBULKIN**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **162-05-215-046**
Commonly known as: **1300 Douglas Drive**
Legal Description: **WESTLEIGH TRACT 4**
PLAT BOOK 3 PAGE 91
LOT 1 BLOCK 13

On **October 6, 2011**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$41,500.00** were levied against the property as for violation(s) of Municipal Code 9.04.010.

The Las Vegas City Council, at a duly noticed public hearing held on **January 4, 2012** ordered the above charges in the amount of **$41,500.00**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

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BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
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BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2012

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NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF BUILDING AND SAFETY
333 N RANCHO DRIVE, LAS VEGAS, NV 89106 Case #103237

City of Las Vegas Agenda Item No.: **27.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: BUILDING AND SAFETY
DIRECTOR: CHRIS KNIGHT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 5917 West Washington Avenue for fees in the amount of $2,268.75 (General Fund) and assess a maximum of $41,500 in daily civil penalties. PROPERTY OWNER: PATRICIA A QUIAMBAO - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,268.75
Funding Source: General Fund
Dept./Division: Building and Safety/Code Enforcement

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Building and Safety declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, the Department of Building and Safety hired Blast Janitorial Services to board all open doors and windows, remove all trash and debris, remove all high grass and weeds, and apply herbicide. To date, there have been thirteen (13) inspections conducted at this location. The estimated value of the property based on Zillow.com is $68,700.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $825 invoice for Blast Janitorial Services, $123.75 administrative fee, $1,320 in reinspection fees (including late fees), fee for a total of $2,268.75 to be recorded immediately, and consider assessing a maximum of $45,500 in daily civil penalties to be recorded on or after May 14, 2012.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Liens

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: January 4, 2012
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 5917 West Washington Avenue for fees in the amount of $2,268.75 (General Fund) and assess a maximum of $70,000 in daily civil penalties. PROPERTY OWNER: PATRICIA A QUIAMBAO – Ward 1 (Tarkanian)

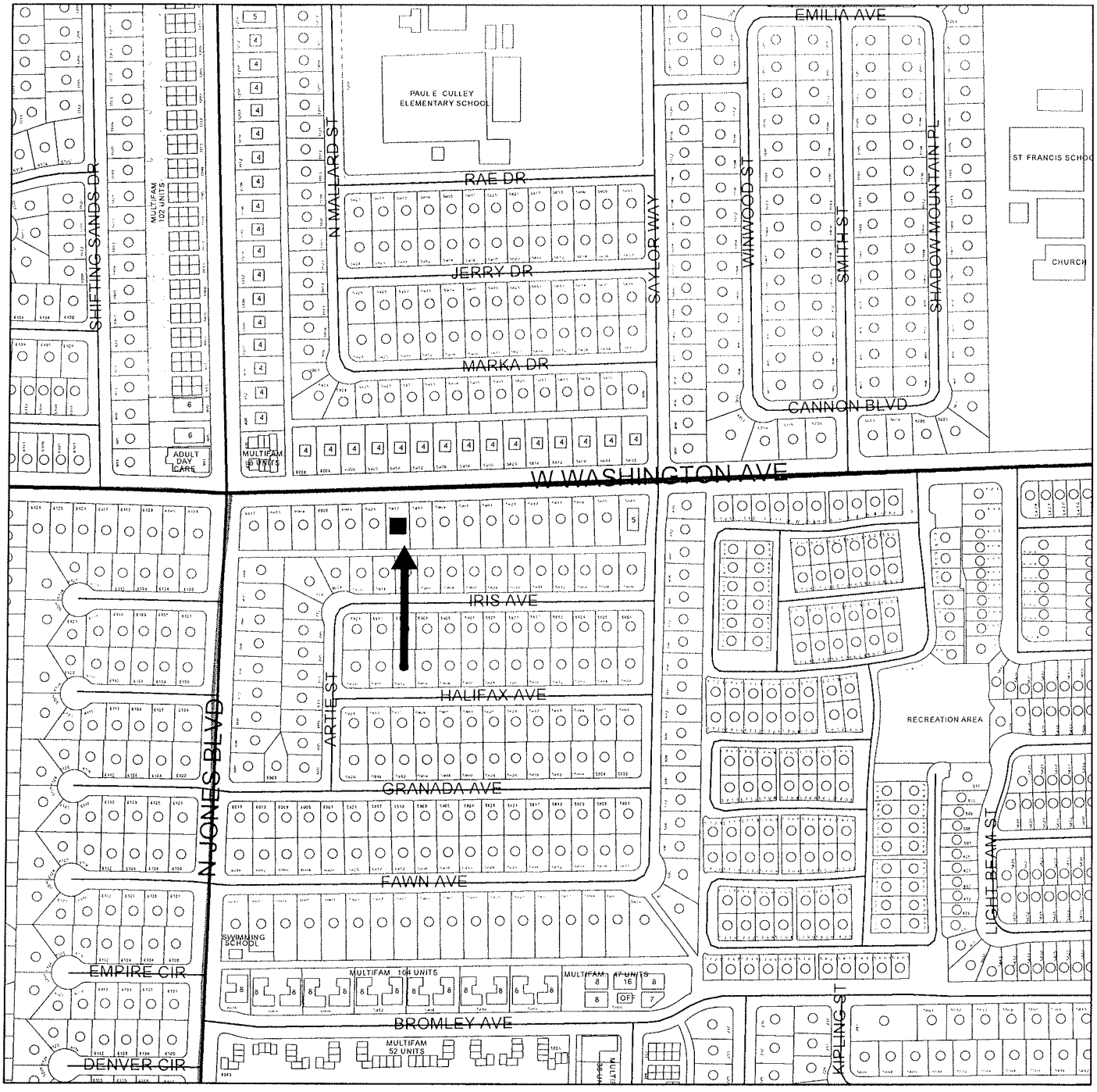
Blast Janitorial Services completed work on September 30, 2011 at a cost of $825; $1,320 in reinspection fees (including late fees); $123.75 administrative fee; for a total of $2,268.75.

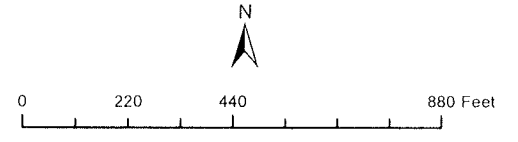
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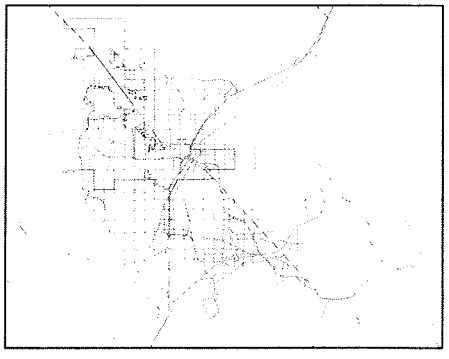
If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

5917 WEST WASHINGTON AVENUE
CROSS STREETS - JONES//WASHINGTON

City of Las Vegas Vicinity Map







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Geographic Information System

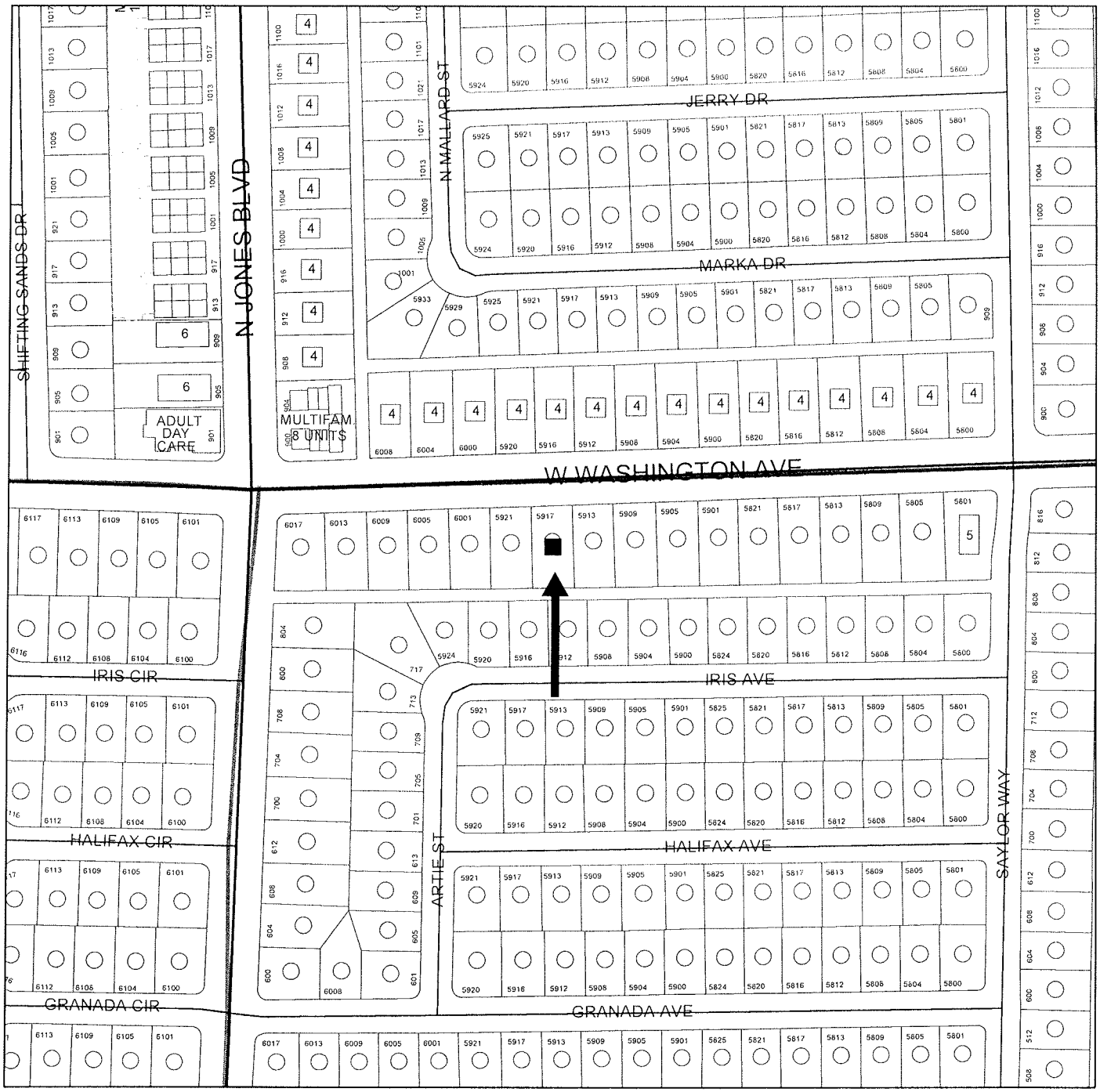
Planning & Development Dept

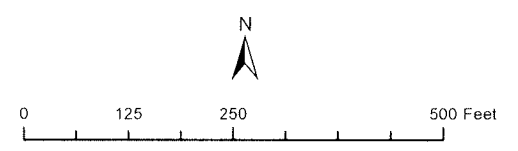
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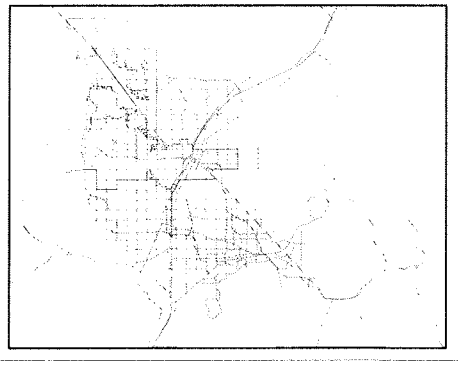
PLANNING & DEVELOPMENT

5917 WEST WASHINGTON AVENUE
CROSS STREETS - JONES//WASHINGTON

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PLANNING & DEVELOPMENT
CITY OF LAS VEGAS

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Michael W. Bouse, Manager – Code Enforcement Division

CC: File

Date: December 12, 2011

Re: Report of Expenses for the abatement of nuisance located at 5917 West Washington Avenue - Ward 1 (Tarkanian)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by boarding all open doors and windows, removing all trash and debris, removing all high grass and weeds, and applying herbicide. The abatement was completed by Blast Janitorial Services on September 30, 2011 at a cost of $825.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows.	$225.00
Remove all weeds and apply herbicide.	$250.00
Remove all trash and debris.	$350.00
AMOUNT DUE:	$825.00
Administrative Processing Fee:	$123.75
Sub-Total:	$948.75
Reinspection Fees (w/late fees):	$1,320.00
TOTAL AMOUNT DUE:	**$2,268.75**
Daily Civil Penalties – 140 days @ $500 a day (including penalty fees already assessed) May 14, 2011 to September 30, 2011	**$70,000.00**
MAXIMUM TOTAL:	**$72,268.75**
OWNER OF RECORD	PATRICIA A QUIAMBAO
PROPERTY ABATED:	5917 West Washington Avenue
	Las Vegas, NV 89107
ASSESSOR PARCEL:	138-25-311-007
LEGAL DESCRIPTION:	CHARLESTON HGTS TRACT #45E
	PLAT BOOK 10 PAGE 80
	LOT 14 BLOCK 1

MWB:ld

Blast Janitorial Services
4104 Nightingale Street
Las Vegas, NV 89107

Disclosure of Principals

The principals and partners of *Blast Janitorial Services* and all persons and entities holding more than 1% interest in *Blast Janitorial Services* or any principal of *Blast Janitorial Services* are the following:

	Full Name	Business Address	Business Phone
1.	James A Wilson	4104 Nightingale St	702-808-1366
2.	Rosemary S Wilson	4104 Nightingale St	702-878-0418
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

Blast Janitorial Services

By: James A Wilson JAW
James A Wilson

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public,
on this 12 day of OCTOBER, 2009.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
R. DIANA LAWVER
No: 09-9427-1
My Appointment Expires Mar. 17, 2013

Notary Public in and for Clark County,
State of Nevada

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

JANUARY 4, 2012

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, JANUARY 4, 2012,** at the hour of **1:00 P.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Building and Safety for:

> Abatement of the violations on the property located at **5917 West Washington Avenue – Case No. 101283**. The Director of Building and Safety certifies that the sum of **$2,268.75** was expended and Civil Penalties in the sum of **$70,000.00** may be imposed for a total of **$72,268.75**. Owner of record at time of abatement: **PATRICIA A QUIAMBAO – WARD 1 (TARKANIAN)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 101283

5917 W WASHINGTON AVE - Map # 02321-51 Parcel 13825311007

Owner Information:

QUIAMBAO PATRICIA A
124 SAGEWOOD CT
APOPKA, FL 32703-4933

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: Open house, accessible and weeds and refuse

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: April 28, 2011

Ward: 1

Date Case Resolved: November 29, 2011

Source: CEO

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		
AB-006: 16.08.010 UDB SEC 403		
4/29/11	OPEN	Windows and doors
Secure all structures to City of Las Vegas specifications.		
AN-003: 9.04.010 (4) REFUSE & WASTE		
4/29/11	OPEN	All areas
Remove all refuse and waste from all areas of property.		
AN-006: 9.04.010(7)(A) HIGH VEGETATION		
4/29/11	OPEN	All yards
Cut or remove all high weeds and or grass fro all yards.		

Chronology of Events:

April 28, 2011 — **RESEARCH**

35)No MERS information. Sewer has same owner and adress as assessor in Florida, 2 liens. No breach or default in recorder files. Sent email to Safeguard, they do not have this property.

April 28, 2011 — **NOTICE AND ORDER REQUEST**

35)Prepared notice and order and submitted for approval.

April 28, 2011 — **Insp#: 1120760**

35)High weeds in all yards and refuse also. Front and rear doors open. Took photos. Going to Notice and Order as owner has been unresponsive in the past. Call back 5/12

May 04, 2011 — **NOTICE AND ORDER PROCESSING**

19) processed notice and order, approved. File to JR for mailing.

May 04, 2011 — **RECORDED DOCUMENT**

Ld) Recorded N&O dated 5/4/11

May 04, 2011 — **ADMINSTRATIVE**

N&O sent. File given to #35 for posting.

May 04, 2011	**NOTICE AND ORDER ISSUED**
May 05, 2011	**Insp#: 1120770**
	35)Posted Notice and Order, all violations remain. $1230 today. Took photos.
May 19, 2011	**Insp#: 1123473**
	35)No change, front and rear doors open and weeds and refuse in all areas. Took photos. I will prepare bid sheet and forward file to 19 for bid review. $180 + $150 today. Call back 6/2
May 29, 2011	**BID REQUEST BY OFFICER**
	19) Approved, file to JR for processing.
May 31, 2011	**BID PREPERATION**
	Bid prep.
May 31, 2011	**BID REQUEST SENT**
	RFQ sent to contractors. Bids due 6-6-11
June 02, 2011	**Insp#: 1129117**
	35)Violations remain, waiting for 10 day letter.
June 08, 2011	**BID RECEIVED**
	No bids received. Per #19 rebid.
June 08, 2011	**BID PREPERATION**
	Bid prep.
June 08, 2011	**BID REQUEST SENT**
	RFQ sent to contractors. Bids due 6/14
June 23, 2011	**Insp#: 1134433**
	35)Violations remain, took photos, still waiting for bids a d 10 day notice.
June 30, 2011	**Insp#: 1143948**
	35)Violations remain but still waiting for 10 day leeter, reschedule inspection
July 14, 2011	**Insp#: 1147116**
	35)No 10 day letter yet, bids were due 6/14 per workbench. Volations remain
August 01, 2011	**ADMINSTRATIVE**
	Per #19, rebid.
August 01, 2011	**BID REQUEST SENT**
	RFQ sent to contractors. Bids due 8-8.
August 01, 2011	**Insp#: 1151890**
	35)Vioaltions remain, notes say htis went for 2nd bid request but they were due 6/14. Sent email to 19 and Jeenifer with status request. partial pass today since there is some sort of internal delay apparently.
August 15, 2011	**Insp#: 1158899**
	35)Refuse, weeds remain in all yards and rear window broken out. Per 19 we are bidding this for the third time, no bids to date.
August 17, 2011	**BID RECEIVED**
	Recorded & scanned bid received: 1)Blast=$825
August 17, 2011	**ADMINSTRATIVE**
	Bid approval given to #21.

August 17, 2011	**10 DAY NOTICE PROCESSING**	
	10 day sent. File given to #35 for posting.	
August 17, 2011	**10 DAY BEFORE ABATEMENT NOTICE**	
August 18, 2011	**Insp#: 1164770**	
	35)Refuse and weeds reamin and rear windows broken out. Posted 10 day notice Front door closed but uhlocked. took photos. $180 + $500 today.	
August 29, 2011	**PROCEED WITH ABATEMENT**	
	35)No information found in MERS. Same owner in assessor and no new information in recorder information. Referring to 19 for proceed with abatement.	
August 29, 2011	**Insp#: 1166609**	
	35)Property still open and accessible and refuse and weeds remain. Took photos. $180 + $500 today. I will refer fro proceed with abatement.	
August 31, 2011	**REVIEW**	
	19) Approved to proceed with PO & Award of bid. File to JR	
September 20, 2011	**BID AWARDED TO CONTRACTOR**	
	Award letter sent to Blast. Pending start date.	
September 29, 2011	**PRE-ABATEMENT VIDEO**	
	21)no video- pre abatement photos in f drive tony pix- NOTE white suv on driveway not included in abatement	
September 29, 2011	**Insp#: 1170278**	
November 01, 2011	**ADMINSTRATIVE**	
	Contacted James with Blast Janitorial to find out status on property. James stated he did not receive paper. Informed James that start date of September 30 was noted. James requested paperwork. JR refaxed.	
November 22, 2011	**PHONE CALL**	
	Per James with Blast. Job is completed	
November 22, 2011	**VIDEO REQUEST**	
	After video request from #21	
November 23, 2011	**POST-ABATEMENT VIDEO**	
	21)photos in f drive ppp in working ppp	
November 23, 2011	**Insp#: 1183842**	
	21)property secure - all doors and windows. all yards clean- free of debris weeds,rubbish. close case	
November 29, 2011	**ADMINSTRATIVE**	
	Recorded & scanned invoice. File given to #19	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	05/05/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	05/19/2011	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	05/19/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/02/2011	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	06/02/2011	
LATE FEE	$12.00	U	06/20/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/23/2011	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	06/23/2011	

LATE FEE	$18.00	U	07/03/2011
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/18/2011
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	08/18/2011
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	08/29/2011
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/29/2011
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	10/03/2011
RESIDENTIAL REINSPECTION FEE	$180.00	U	10/03/2011
ADMINISTRATIVE	$123.75	U	11/29/2011
NUISANCE ABATEMENT FEE	$825.00	U	11/29/2011
LATE FEE	$18.00	U	12/07/2011
LATE FEE	$18.00	U	12/07/2011
LATE FEE	$18.00	U	12/07/2011
LATE FEE	$18.00	U	12/07/2011
LATE FEE	$18.00	U	12/07/2011

Total Amount Due: **$4,718.75**

Total Amount Paid: **$** -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	**NUISANCE**	**BLAST JANITORIAL**	**A**	**8/8/11**

Bid Amount: **825.00**
Bid Award Date: **9/20/11**
Contractor Start Date:

Description:

Board open doors/windows. Cut/remove high grass/weeds. Herbicide. Remove refuse/waste.

APN 138-25-311-007

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **PATRICIA A QUIAMBAO**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **138-25-311-007**
Commonly known as: **5917 West Washington Avenue**
Legal Description: **CHARLESTON HGTS TRACT #45E**
PLAT BOOK 10 PAGE 80
LOT 14 BLOCK 1

On **September 30, 2011**, as provided in the Title 9, Chapter 4, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due and proper notification.

Expenses costs and fees ("Actual Cost") in the amount of **$2,268.75** were incurred by the City of Las Vegas in the above-referenced nuisance abatement procedure. Additionally, pursuant to Municipal Code 9.04.120, civil penalties in the amount of **$70,000.00** were approved against the property for violations(s) of Municipal Code 9.04.010. The Las Vegas City Council, at a duly noticed public hearing held on **January 4, 2012** ordered the above Actual Cost in the amount of **$2,268.75**, be immediately assessed against the property by means of this Lien of Assessment with the lien duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this Lien of Assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

NOTE: The City Council ordered the above civil penalties in the amount of **$70,000.00** be assessed against the property by recording a Lien of Assessment on or after **May 14, 2012**.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2012

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF BUILDING AND SAFETY
333 N RANCHO DRIVE, LAS VEGAS, NV 89106 Case #101283

APN 138-25-311-007

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **PATRICIA A QUIAMBAO**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **138-25-311-007**
Commonly known as: **5917 West Washington Avenue**
Legal Description: **CHARLESTON HGTS TRACT #45E**
PLAT BOOK 10 PAGE 80
LOT 14 BLOCK 1

On **September 30, 2011**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$70,000.00** were levied against the property as for violation(s) of Municipal Code 9.04.010.

The Las Vegas City Council, at a duly noticed public hearing held on **January 4, 2012** ordered the above charges in the amount of **$70,000.00**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2012

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF BUILDING AND SAFETY
333 N RANCHO DRIVE, LAS VEGAS, NV 89106 Case #101283

City of Las Vegas Agenda Item No.: **28.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: BUILDING AND SAFETY
DIRECTOR: CHRIS KNIGHT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 7600 Botany Bay Drive for fees in the amount of $2,905.25 (General Fund) and assess a maximum of $62,000 in daily civil penalties. PROPERTY OWNER: CHARLES C SPIELMAN - Ward 4 (Anthony)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,905.25
Funding Source: General Fund
Dept./Division: Building and Safety/Code Enforcement

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Building and Safety declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, the Department of Building and Safety hired Weaver Construction to board all open doors and windows on main structure and accessory structure, remove all trash, debris, dead vegetation, tree limbs, high grass and weeds, and apply herbicide. To date, there have been six (6) inspections conducted at this location. The estimated value of the property based on Zillow.com is $183,700.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,895 invoice for Weaver Construction, $284.25 administrative fee, and $726 in reinspection fees (including late fees) for a total of $2,905.25 to be recorded immediately, and consider assessing a maximum of $62,000 in daily civil penalties to be recorded on or after June 23, 2012.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Liens

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: January 4, 2012
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 7600 Botany Bay Drive for fees in the amount of $2,905.25 (General Fund) and assess a maximum of $62,000 in daily civil penalties. PROPERTY OWNER: CHARLES C SPIELMAN – Ward 4 (Anthony)

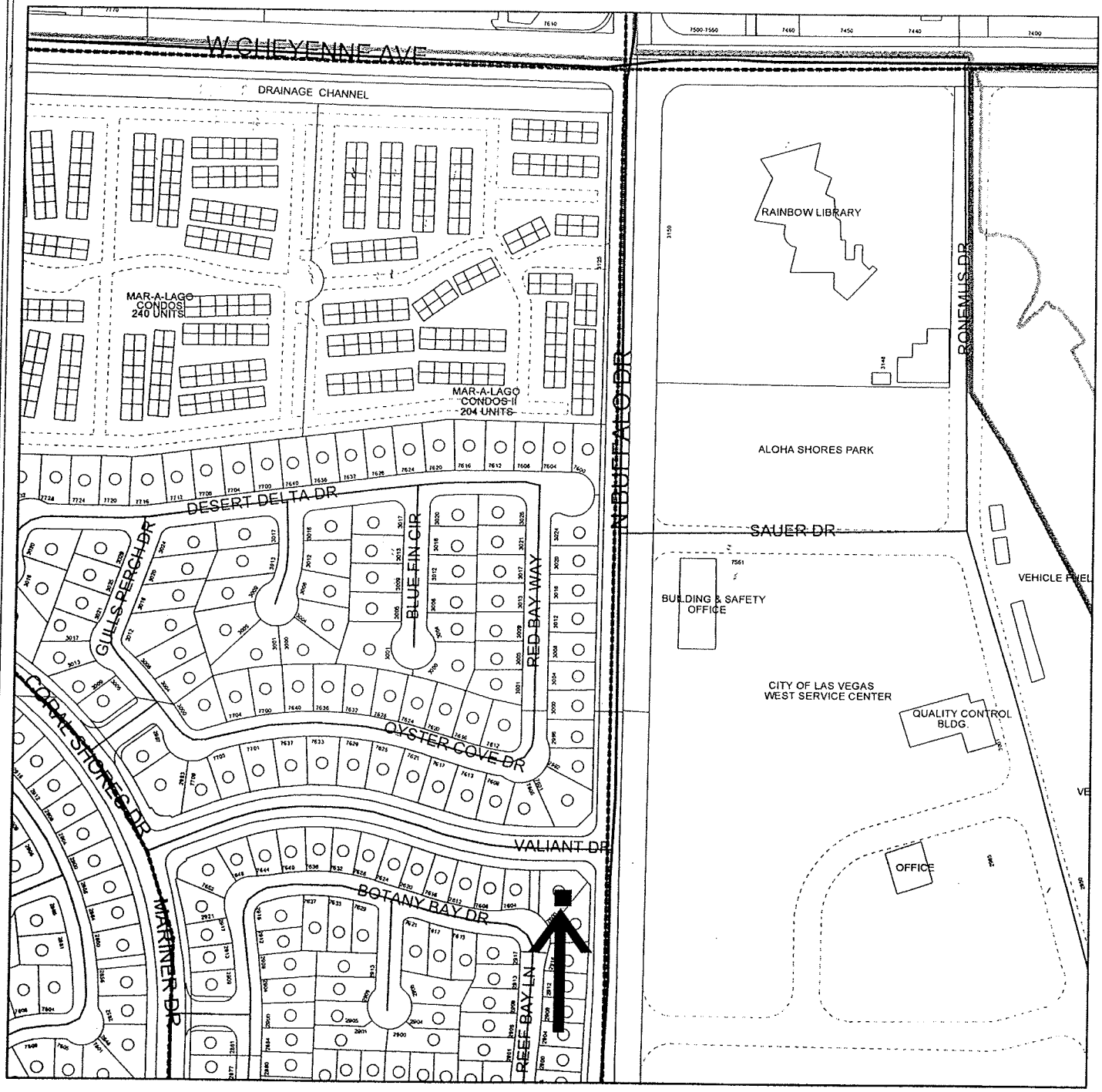
Weaver Construction completed work on October 24, 2011 at a cost of $1,895; $726 in reinspection fees (w/late fees); plus a 15% administrative fee for a total of $2,905.25.

Today's public hearing is to consider the Report of Expenses filed by the Department of Building and Safety and to hear any objections thereto. Under the Uniform Code for the Abatement of Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

7600 BOTANY BAY DRIVE
CROSS STREETS - BUFFALO//CHEYENNE

City of Las Vegas Vicinity Map

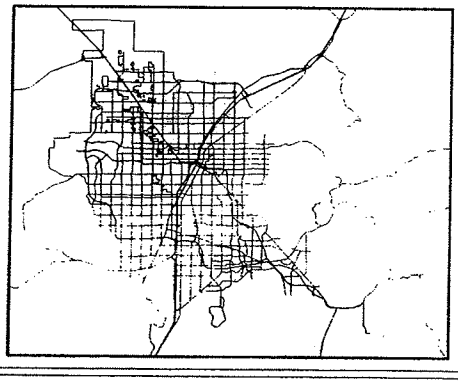


N

0 170 340 680 Feet

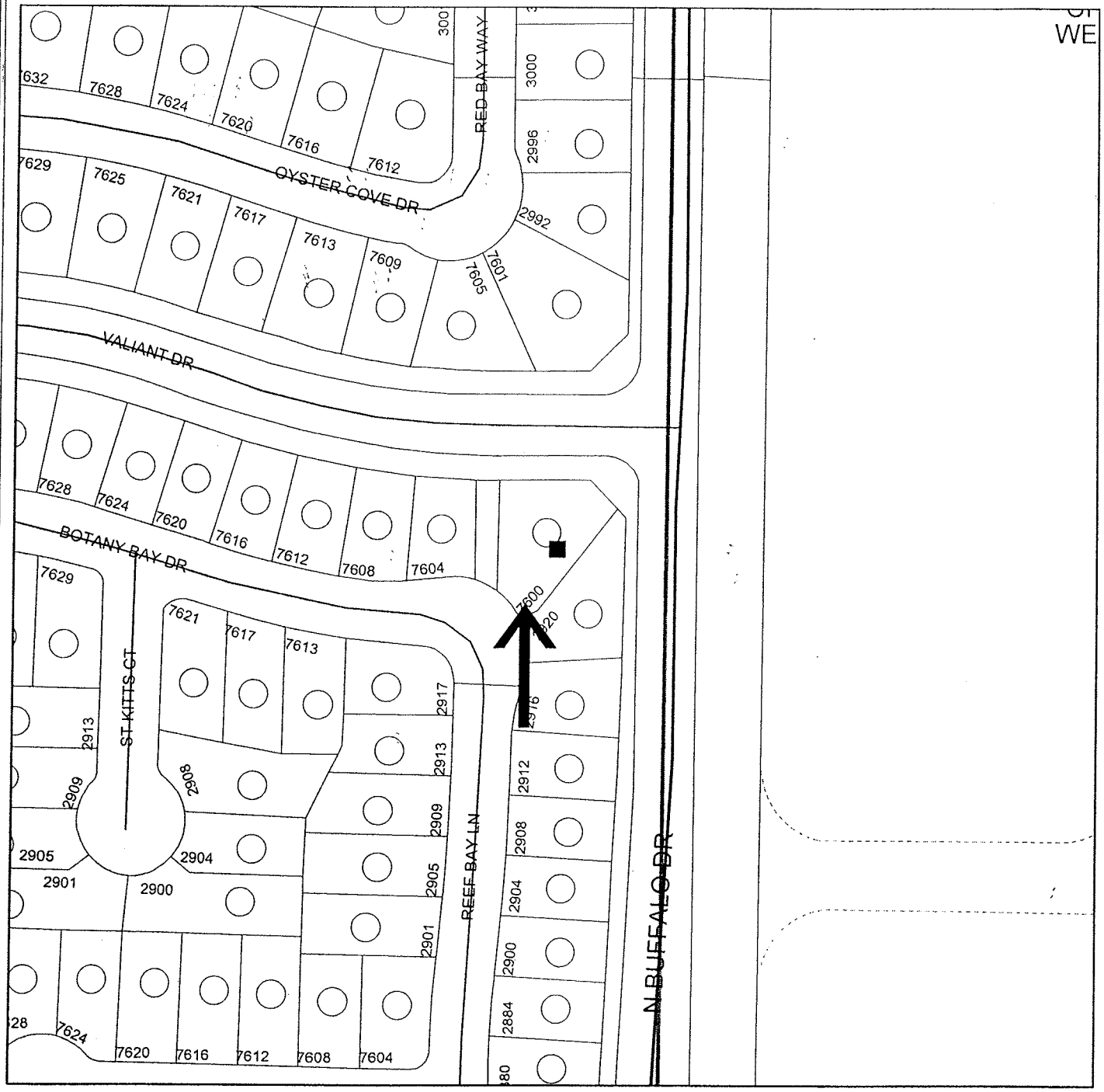
GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT



7600 BOTANY BAY DRIVE
CROSS STREETS - BUFFALO//CHEYENNE

City of Las Vegas Vicinity Map



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Michael W. Bouse, Manager – Code Enforcement Division

CC: File

Date: December 12, 2011

Re: Report of Expenses for the abatement of nuisance located at 7600 Botany Bay Drive - Ward 4 (Anthony)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by boarding all open doors and windows on main structure and accessory structure, removing all trash, debris, dead vegetation, tree limbs, high grass and weeds, and applying herbicide. The abatement was completed by Weaver Construction on October 24, 2011 at a cost of $1,895.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows on main structure.	$360.00
Board all open doors and windows on accessory structure in rear.	$0.00
Remove all trash and debris.	$355.00
Remove all high grass and weeds, and apply herbicide.	$285.00
Remove all dead vegetation and tree limbs.	$895.00
AMOUNT DUE:	$1,895.00
Administrative Processing Fee:	$284.25
Sub-Total:	$2,179.25
Reinspection Fees (w/late fees):	$726.00
TOTAL AMOUNT DUE:	**$2,905.25**
Daily Civil Penalties – 124 days @ $500 a day (including civil penalty fees already assessed) June 23, 2011 to October 24, 2011	**$62,000.00**
MAXIMUM TOTAL:	**$64,905.25**
OWNER OF RECORD	CHARLES C. SPIELMAN
PROPERTY ABATED:	7600 Botany Bay Drive
	Las Vegas, NV 89128
ASSESSOR PARCEL:	138-16-617-036
LEGAL DESCRIPTION:	MOONLIGHT BAY UNIT 2
	PLAT BOOK 43 PAGE 37
	LOT 18 BLOCK 1

MWB:ld

WEAVER CONSTRUCTION
"GENERAL ENGINEERING"
2590 NORTH NELLIS BLVD.
LAS VEGAS, NEVADA 89115

EXHIBIT A

DISCLOSURE OF PRINCIPALS

The principals and partners of Weaver Construction and all persons and entities holding more than a 1% interest in Weaver Construction or any principal of Weaver Construction are the following:

	FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1.	Phil Weaver	2590 N. Nellis Blvd. LV, NV	644-1088
2.			
3.			
4.			
5.			
6.			

Continue list until full and complete disclosure is made

I certify under penalty of perjury, that the foregoing list is full and complete.

Weaver Construction

BY: Phyllis Weaver
Phyllis Weaver, Office Mgr.

Subscribed and sworn to before me
this 28 day of October, 1999.

Stephanie D Dunn
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
STEPHANIE D. DUNN
Appt. No. 91-2737-1
My Appointment Expires March 1, 2000

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

JANUARY 4, 2012

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, JANUARY 4, 2012,** at the hour of **1:00 P.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Building and Safety for:

> Abatement of the violations on the property located at **7600 Botany Bay Drive – Case No. 102485.** The Director of Building and Safety certifies that the sum of **$2,905.25** was expended and Civil Penalties in the sum of **$62,000.00** may be imposed for a total of **$64,905.25.** Owner of record at time of abatement: **CHARLES C SPIELMAN – WARD 4 (ANTHONY)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 102485

7600 BOTANY BAY DR - Map # 02117-39 Parcel 13816617036

Owner Information:

SPIELMAN CHARLES C
7600 BOTANY BAY DR
LAS VEGAS, NV 89128-7238

Zoning Information: R-PD5(RES PLANNED DEV (5/ACRE))

Case Comments: Weeds. Trash. Rats

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: June 02, 2011

Ward: 4

Date Case Resolved: November 03, 2011

Source: CITZ

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date **Status/Completed Date** **Location**
Comments

AN-003: 9.04.010 (4) REFUSE & WASTE
6/6/11 OPEN Front side and rear yards
Remove all refuse and waste from all areas of property. Maintain at all times.

AN-006: 9.04.010(7)(A) HIGH VEGETATION
6/6/11 OPEN Front side and rear yards
Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.

AN-007: 9.04.010(7)(B) DEAD VEGETATION
6/6/11 COMPLIED 11/03/11 Front side and rear yards
Remove all dead vegetation from all areas of property. Maintain free of dead debris at all times.

Chronology of Events:

June 06, 2011 **Insp#: 1134403**

22)6-6 house vacant, trash debris, junk, trash, dead pine limbs, in all yards notice posted on door and begin n&o call back 6-20 (Prior case property abated by City of Las Vegas July 2010)

June 06, 2011 **CORRECTION NOTICE ISSUED**

June 09, 2011 **NOTICE AND ORDER ISSUED**

June 13, 2011 **NOTICE AND ORDER PROCESSING**

N&O sent. File given to #22 for posting.

June 14, 2011 **Insp#: 1135429**

21)property in violation-posted n&o front door. cb 6-27

June 27, 2011 **Insp#: 1140076**

22)6-27 high weeds in front side and rear yards trash and debris in all yards forward bids to vicki. (6-29 concern neighbor nancy haze called 255-6899 i called back unable to leave message.)

June 28, 2011	**RECORDED DOCUMENT**	
	Ld) Recorded N&O dated 6/13/11	
July 06, 2011	**BID PREPERATION**	
	Bid prep.	
July 06, 2011	**BID REQUEST SENT**	
	RFQ sent to contractors. Bids due 7-11.	
July 14, 2011	**BID RECEIVED**	
	Recorded & scanned bid received: 1)Weaver=$1995	
July 14, 2011	**ADMINSTRATIVE**	
	Bid approval given to #19	
July 14, 2011	**10 DAY NOTICE PROCESSING**	
	10 Day sent. File given to #22 for posting.	
July 14, 2011	**10 DAY BEFORE ABATEMENT NOTICE**	
July 18, 2011	**Insp#: 1144868**	
	22) Violations remain, 10 day before abatement letter posted onsite.	
September 18, 2011	**ADMINSTRATIVE**	
	19) called Treasurers office and verified that Citibank has been paying taxes. Requested 21 contact bank and see if they will abate.	
October 11, 2011	**REVIEW**	
	19) Reviewed case with CK to approve proceed with abatement and bid. Approved file to JR.	
October 12, 2011	**ADMINSTRATIVE**	
	PO requested. Pending #19 approval.	
October 18, 2011	**ADMINSTRATIVE**	
	Award letter sent to Weaver. Pending start date.	
October 19, 2011	**VIDEO REQUEST**	
	Before Video Request fron #21.	
October 24, 2011	**PRE-ABATEMENT VIDEO**	
	21)no video-photos in f drive	
October 24, 2011	**Insp#: 1192841**	
	21)high grass weeds, loose litter debris all yards. fallen tree branches in rear yard. refer for contractor abatement.	
November 01, 2011	**VIDEO REQUEST**	
	Request after video from #21.	
November 03, 2011	**POST-ABATEMENT VIDEO**	
	21)photos in f drive- working pp	
November 03, 2011	**Insp#: 1209537**	
	21)property clean all yards free of debris, litter, high weeds. overgrown vegetation also removed. property is secure. close case.	
November 08, 2011	**ADMINSTRATIVE**	
	Recorded & scanned invoice received. File given to #19	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	06/14/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/27/2011	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	06/27/2011	
LATE FEE	$12.00	U	07/29/2011	
LATE FEE	$18.00	U	08/11/2011	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	10/25/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	10/25/2011	
ADMINISTRATIVE	$284.25	U	11/07/2011	
NUISANCE ABATEMENT FEE	$1,895.00	U	11/07/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	12/08/2011	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	12/08/2011	
LATE FEE	$18.00	U	12/08/2011	
LATE FEE	$18.00	U	12/08/2011	

Total Amount Due: **$3,855.25**

Total Amount Paid: $ -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	WEAVER	A	7/13/11

Bid Amount: 1,995.00
Bid Award Date: 10/18/11
Contractor Start Date:

Description:

Board all open doors/windows on main/rear structure. Remove trash/debris/grass/weeds/dead veg. Herbi

APN 138-16-617-036

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **CHARLES C. SPIELMAN**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **138-16-617-036**
Commonly known as: **7600 Botany Bay Drive**
Legal Description: **MOONLIGHT BAY UNIT 2**
PLAT BOOK 43 PAGE 37
LOT 18 BLOCK 1

On **October 24, 2011**, as provided in the Title 9, Chapter 4, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due and proper notification.

Expenses costs and fees ("Actual Cost") in the amount of **$2,905.25** were incurred by the City of Las Vegas in the above-referenced nuisance abatement procedure. Additionally, pursuant to Municipal Code 9.04.120, civil penalties in the amount of **$62,000.00** were approved against the property for violations(s) of Municipal Code 9.04.010. The Las Vegas City Council, at a duly noticed public hearing held on **January 4, 2012** ordered the above Actual Cost in the amount of **$2,905.25**, be immediately assessed against the property by means of this Lien of Assessment with the lien duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this Lien of Assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

NOTE: The City Council ordered the above civil penalties in the amount of **$62,000.00** be assessed against the property by recording a Lien of Assessment on or after **June 23, 2012**.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2012

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF BUILDING AND SAFETY
333 N RANCHO DRIVE, LAS VEGAS, NV 89106 Case #102485

APN 138-16-617-036

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **CHARLES C. SPIELMAN**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **138-16-617-036**
Commonly known as: **7600 Botany Bay Drive**
Legal Description: **MOONLIGHT BAY UNIT 2**
PLAT BOOK 43 PAGE 37
LOT 18 BLOCK 1

On **October 24, 2011**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$62,000.00** were levied against the property as for violation(s) of Municipal Code 9.04.010.

The Las Vegas City Council, at a duly noticed public hearing held on **January 4, 2012** ordered the above charges in the amount of **$62,000.00**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2012

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF BUILDING AND SAFETY
333 N RANCHO DRIVE, LAS VEGAS, NV 89106 Case #102485

City of Las Vegas Agenda Item No.: **29.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: BUILDING AND SAFETY
DIRECTOR: CHRIS KNIGHT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 4309 Carnation Lane for fees in the amount of $1,812 (General Fund) and assess a maximum of $48,000 in daily civil penalties. PROPERTY OWNER: CROSBIE FAMILY TRUST ELEANOR J CROSBIE TRS - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,812
Funding Source: General Fund
Dept./Division: Building and Safety/Code Enforcement

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Building and Safety declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, the Department of Building and Safety hired Blast Janitorial Services to remove all trash, palm tree fronds, tree branches, high grass and weeds, and apply herbicide. To date, there have been nine (9) inspections conducted at this location. The estimated value of the property based on Zillow.com is $47,100.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $600 invoice for Blast Janitorial Services, $90 administrative fee, and $1,122 in reinspection fees (including late fees) for a total of $1,812 to be recorded immediately, and consider assessing a maximum of $48,000 in daily civil penalties to be recorded on or after August 20, 2012.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Liens

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: January 4, 2012
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing for possible action to consider the report of expenses to recover costs for abatement of nuisance located at 4309 Carnation Lane for fees in the amount of $1,812 (General Fund) and assess a maximum of $48,000 in daily civil penalties. PROPERTY OWNER: CROSBIE FAMILY TRUST ELEANOR J CROSBIE TRS – Ward 6 (Ross)

Blast Janitorial Services completed work on November 23, 2011 at a cost of $600; $1,122 in reinspection fees (w/late fees); plus a 15% administrative fee for a total of $1,812.

Today's public hearing is to consider the Report of Expenses filed by the Department of Building and Safety and to hear any objections thereto. Under the Uniform Code for the Abatement of Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

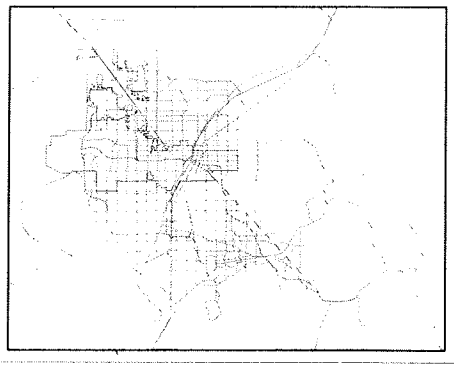
4309 CARNATION LANE
CROSS STREETS - CRAIG//RAINBOW

City of Las Vegas Vicinity Map



N

0 220 440 880 Feet



GIS maps are normally produced only to meet the needs of the City
Due to continuous development activity this map is for reference only
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

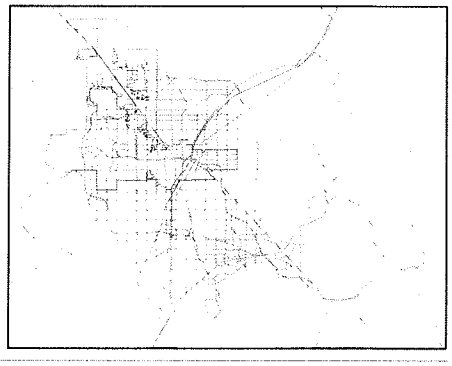
4309 CARNATION LANE
CROSS STREETS - CRAIG//RAINBOW

City of Las Vegas Vicinity Map



N

0 125 250 500 Feet



GIS maps are normally produced only to meet the needs of the City
Due to continuous development activity this map is for reference only
Geographic Information System
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Michael W. Bouse, Manager – Code Enforcement Division

CC: File

Date: December 12, 2011

Re: Report of Expenses for the abatement of nuisance located at 4309 Carnation Lane - Ward 6 (Ross)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by removing all trash, palm tree fronds, tree branches, high grass and weeds, and applying herbicide. The abatement was completed by Blast Janitorial Services on November 23, 2011 at a cost of $600.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Remove all high grass and weeds, and apply herbicide.	$300.00
Remove all trash, palm tree fronds, and tree branches.	$300.00
AMOUNT DUE:	$600.00
Administrative Processing Fee:	$90.00
Sub-Total:	$690.00
Reinspection Fees (w/late fees):	$1,122.00
TOTAL AMOUNT DUE:	**$1,812.00**
Daily Civil Penalties – 96 days @ $500 a day (including civil penalty fees already assessed) August 20, 2011 to November 23, 2011	**$48,000.00**
MAXIMUM TOTAL:	**$49,812.00**
OWNER OF RECORD	CROSBIE FAMILY TRUST
	ELEANOR J. CROSBIE TRS
PROPERTY ABATED:	4309 Carnation Lane
	Las Vegas, NV 89108
ASSESSOR PARCEL:	138-02-311-022
LEGAL DESCRIPTION:	JADE PARK UNIT #4
	PLAT BOOK 18 PAGE 40
	LOT 23 BLOCK 9

MWB:ld

Blast Janitorial Services
4104 Nightingale Street
Las Vegas, NV 89107

Disclosure of Principals

The principals and partners of *Blast Janitorial Services* and all persons and entities holding more than 1% interest in *Blast Janitorial Services* or any principal of *Blast Janitorial Services* are the following:

	Full Name	Business Address	Business Phone
1.	James A Wilson	4104 Nightingale St	702-878-1366
2.	Rosemary S Wilson	4104 Nightingale St	702-878-0418
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

Blast Janitorial Services

By: James A Wilson JAW
James A Wilson

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public,
on this 16 day of OCTOBER, 2009.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
R. DIANA LAWVER
No: 09-9427-1
My Appointment Expires Mar. 17, 2013

Notary Public in and for Clark County,
State of Nevada

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

JANUARY 4, 2012

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, JANUARY 4, 2012,** at the hour of **1:00 P.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Building and Safety for:

> Abatement of the violations on the property located at **4309 Carnation Lane – Case No. 102964**. The Director of Building and Safety certifies that the sum of **$1,812.00** was expended and Civil Penalties in the sum of **$48,000.00** may be imposed for a total of **$49,812.00**. Owner of record at time of abatement: **CROSBIE FAMILY TRUST ELEANOR J CROSBIE TRS – WARD 6 (ROSS)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 102964

4309 CARNATION LN - Map # 01819-62 Parcel 13802311022

Owner Information:

CROSBIE FAMILY TRUST
9026 MIGHT CIR
RIVERSIDE, CA 92509-3142

Zoning Information: R-MH(MOBILE/MANUFACTURED HOME)

Case Comments: Property is overgrown with weeds. Trash/debris and dead vegetation.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: June 15, 2011

Ward: 6

Date Case Resolved: November 29, 2011

Source: CITZ

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date **Status/Completed Date** **Location**
Comments

AN-003: 9.04.010 (4) REFUSE & WASTE
6/22/11 OPEN vacant space
Remove all refuse and waste from all areas of property. Maintain at all times. Remove all palm tree fronds, tree stumps, tree branches, and trash/litter from vacant space
Remove all refuse and waste from all areas of property. Maintain at all times. Renmove all palm tree fronds, tree stumps, tree branches, and trash/litter from vacant space

AN-006: 9.04.010(7)(A) HIGH VEGETATION
6/22/11 OPEN entire property
Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.

Chronology of Events:

June 22, 2011 **Insp#: 1140234**

32) 6-22-11 vacant lot. have high weeds/grass and palm tree fronds tree stumps, branches on lot. mailed to owners to assessors address 6-22 C/B 7-6

June 22, 2011 **CORRECTION NOTICE ISSUED**

July 06, 2011 **RESEARCH**

32) white pages on a reserve address shows- Mikel A Beuster, Wendy and Stacy no phone number listed.

July 06, 2011 **RESEARCH**

32) zaba shows nothing

July 06, 2011 **PHONE CALL**

32) found 951-323-5462 in sewer- called it and had to leave a message

July 06, 2011 **PHONE CALL**

	32) received call back from Wendy Beuster 951-323-5462 stated just lost her partner in accident returning from Vegas 2 weeks ago. Has no money, already asked to be removed as trustee off property, and has family members that need to be notified of violations. Asked for 30 days to get a hold of family and see what they want to do with property and who can clean it
July 06, 2011	**CORRECTION NOTICE ISSUED**
July 06, 2011	**Insp#: 1143415**
	32) 7-6-11 nothing done- still high weeds/grass tree trunks/branches, boxes, trash, papers, and .households failed and took pictures sent notice to owners to assessors address and left notice on fence 7-6 C/B 7-13
July 07, 2011	**RESEARCH**
	32) nothing in CC Recorders on default
July 20, 2011	**PHONE CALL**
	32) received message from complainant Karen Haymond 656-7114- wanted to know what next step will be on property
August 09, 2011	**NOTICE AND ORDER REQUEST**
	32) put together N&O and gave to Tony
August 09, 2011	**Insp#: 1148538**
	32) 8-9-11 nothing done still high weeds/grass and trash/litter took pictures and failed today called Wendy Beuster 951-323-5462 and had to leave a message advised her if property not cleaned by them I would have a contractor do it Will move forward with N&O unless I get a call today from owner 8-23
August 10, 2011	**NOTICE AND ORDER PROCESSING**
	21)REFER FILE TO 32 FOR POSTING MAILING DONE
August 10, 2011	**RECORDED DOCUMENT**
	Ld) Recorded N&O dated 8/10/11
August 10, 2011	**NOTICE AND ORDER ISSUED**
August 10, 2011	**Insp#: 1162354**
	32) 8-10-11 posted N&O on fence. Didn't fail- was just here yesterday- did a partial pass. C/B 8-22
August 22, 2011	**BID REQUEST BY OFFICER**
	21) refer file to JR for bids
August 22, 2011	**BID PREPERATION**
	Bid prep.
August 22, 2011	**BID REQUEST SENT**
	RFQ sent to contractors. Bids due 8-29
August 22, 2011	**Insp#: 1163147**
	32) 8-22-11 Nothing done. Took pictures will do bid sheet and give to Tony. C/B 9-19
August 30, 2011	**BID RECEIVED**
	Recorded & scanned bid received: 1)Blast=$600
August 30, 2011	**ADMINSTRATIVE**
	Bid approval given to #21
August 30, 2011	**10 DAY NOTICE PROCESSING**
	10 day sent. File given to #32 for posting.

August 30, 2011	**10 DAY BEFORE ABATEMENT NOTICE**

August 31, 2011	**Insp#: 1167546**

32) 8-31-11 posted 10 day before abatement N&O on fence took pictures

September 12, 2011	**Insp#: 1171549**

32) 9-12-11 nothing done still trash- cooler, palm tree fronds, tree branches, bags, bottles, papers,and boxes Took pictures and failed today. Will do final research and give to Vicki to move forward with contractor. C/B 10-3

September 13, 2011	**RESEARCH**

32) no default shown in CC Records- just City's lien for N&O

September 13, 2011	**PHONE CALL**

32) Called Wendy Beuster 951-323-5462 she shows on deed BUT stated that entire family owns property after grandma died and she was suppose to be removed as executor and has not been removed. No one in the family will do anything about property and she is psychically and financially unable- stated go ahead and have the contractor do his thing not fair to the neighbors.

September 13, 2011	**PROCEED WITH ABATEMENT**

32) gave to Vicki to move forward with contractor

September 19, 2011	**REVIEW**

19) Reviewed with CK, approved to move forward on abatement. File to JR to obtain PO.

September 20, 2011	**ADMINSTRATIVE**

PO requested. Pending #19 approval.

September 27, 2011	**BID AWARDED TO CONTRACTOR**

Award letter sent to Blast. Pending start date.

September 29, 2011	**PRE-ABATEMENT VIDEO**

21)no video- pre photos in f drive

September 29, 2011	**Insp#: 1175495**

21)vacant lot- weeds, misc debris...pre photos in f drive

November 22, 2011	**PHONE CALL**

Per James with Blast. Job completed.

November 22, 2011	**VIDEO REQUEST**

After video requested from #21

November 23, 2011	**Insp#: 1183934**

21) vacant MHP lot- all high grass/ weeds removed. all litter,debris rubbish removed. close case

November 29, 2011	**POST-ABATEMENT VIDEO**

21)photos in f drive pp in working ppp

November 29, 2011	**ADMINSTRATIVE**

Recorded & scanned invoice. File given to #19.

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	07/06/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/09/2011	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	08/09/2011	
LATE FEE	$12.00	U	08/20/2011	

SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	08/22/2011
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/22/2011
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/31/2011
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	08/31/2011
RESIDENTIAL REINSPECTION FEE	$180.00	U	09/12/2011
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	09/12/2011
LATE FEE	$18.00	U	09/23/2011
RESIDENTIAL REINSPECTION FEE	$180.00	U	10/03/2011
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	10/03/2011
NUISANCE ABATEMENT FEE	$600.00	U	11/29/2011
ADMINISTRATIVE	$90.00	U	11/29/2011
LATE FEE	$18.00	U	12/07/2011
LATE FEE	$18.00	U	12/07/2011
LATE FEE	$18.00	U	12/07/2011
LATE FEE	$18.00	U	12/07/2011

Total Amount Due: **$3,762.00**

Total Amount Paid: $ -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	**NUISANCE**	**BLAST JANITORIAL**	**A**	**8/29/11**

Bid Amount: 600.00
Bid Award Date: 9/27/11
Contractor Start Date:
Description:
Cut/remove high grass/weeds. Herbicide. Remove trash/debris.

APN 138-02-311-022

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **CROSBIE FAMILY TRUST**
ELEANOR J. CROSBIE TRS
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **138-02-311-022**
Commonly known as: **4309 Carnation Lane**
Legal Description: **JADE PARK UNIT #4**
PLAT BOOK 18 PAGE 40
LOT 23 BLOCK 9

On **November 23, 2011**, as provided in the Title 9, Chapter 4, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due and proper notification.

Expenses costs and fees ("Actual Cost") in the amount of **$1,812.00** were incurred by the City of Las Vegas in the above-referenced nuisance abatement procedure. Additionally, pursuant to Municipal Code 9.04.120, civil penalties in the amount of **$48,000.00** were approved against the property for violations(s) of Municipal Code 9.04.010. The Las Vegas City Council, at a duly noticed public hearing held on **January 4, 2012** ordered the above Actual Cost in the amount of **$1,812.00**, be immediately assessed against the property by means of this Lien of Assessment with the lien duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this Lien of Assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

NOTE: The City Council ordered the above civil penalties in the amount of **$48,000.00** be assessed against the property by recording a Lien of Assessment on or after **August 20, 2012**.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2012

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF BUILDING AND SAFETY
333 N RANCHO DRIVE, LAS VEGAS, NV 89106 Case #102964

APN 138-02-311-022

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **CROSBIE FAMILY TRUST**
ELEANOR J. CROSBIE TRS
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **138-02-311-022**
Commonly known as: **4309 Carnation Lane**
Legal Description: **JADE PARK UNIT #4**
PLAT BOOK 18 PAGE 40
LOT 23 BLOCK 9

On **November 23, 2011**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$48,000.00** were levied against the property as for violation(s) of Municipal Code 9.04.010.

The Las Vegas City Council, at a duly noticed public hearing held on **January 4, 2012** ordered the above charges in the amount of **$48,000.00**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

_____
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BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2012

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF BUILDING AND SAFETY
333 N RANCHO DRIVE, LAS VEGAS, NV 89106 Case #102964

City of Las Vegas Agenda Item No.: **30.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JANUARY 4, 2012

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG ☐ **Consent** ☒ **Discussion**

SUBJECT:
DIR-43794 – ABEYANCE ITEM - DIRECTOR'S BUSINESS - NON-PUBLIC HEARING - APPLICANT/OWNER: CLIFFS EDGE, LLC - Required review of an annual development report as required by Section 5.1 of the Cliff's Edge Development Agreement, on approximately 1,134 acres generally located adjacent to the south side of Grand Teton Drive, between Hualapai Way and Puli Road (APN multiple), Ward 6 (Ross). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Staff Report
2. Review of Development Agreement Between The City of Las Vegas And Cliff's Edge, LLC

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JANUARY 4, 2012
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CLIFFS EDGE, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
DIR-43794	Staff recommends APPROVAL.	

Staff Report Page One
January 4, 2012 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This request is for approval of a one-year development report as required by Nevada Revised Statutes Chapter 278 and Section 5.1 of the Cliff's Edge Development Agreement entered into between Cliffs Edge, LLC ("Owner") and the city of Las Vegas on March 21, 2004. Department of Planning staff has reviewed the submitted development report and has determined that the Owner is currently in substantial compliance with the requirements of the Cliff's Edge Development Agreement. Staff recommends approval of the one-year development report.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/18/04	The City Council approved the Cliff's Edge Development Agreement (DIR-3451). The Planning Commission and staff recommended approval.
03/11/04	The Planning Commission approved the Cliff's Edge Parent Tentative Map (TMP-3798) for a 35-lot mixed-use subdivision on 922.96 acres generally located adjacent to the south side of Grand Teton Drive, between Hualapai Way and Puli Road. Staff recommended approval.
03/17/04	The City Council adopted Ordinance No. 5676, thereby adopting the Cliff's Edge Development Agreement. This is also the effective date of the Agreement.
08/19/04	The Cliff's Edge Parent Final Map (FMP-4358) was recorded.
09/19/07	The City Council approved the first required review (DIR-23599) of the annual development report as required by Section 5.1 of the Cliff's Edge Development Agreement. Staff recommended approval.
06/18/08	The City Council approved the second required review (DIR-28358) of the annual development report as required by Section 5.1 of the Cliff's Edge Development Agreement. Staff recommended approval.
08/19/09	The City Council approved the third required review (DIR-35251) of the annual development report as required by Section 5.1 of the Cliff's Edge Development Agreement. Staff recommended approval.
01/06/10	The City Council, by means of (Bill 2009-53), adopted an amended Development Agreement with Cliff's Edge LLC for the Cliff's Edge (Providence) development adjusting certain park plans and requirements for the construction of public improvements.

12/15/10	The City Council approved the fourth required review (DIR-40212) of the annual development report as required by Section 5.1 of the Cliff's Edge Development Agreement. Staff recommended approval.
02/16/11	Civil Improvement Plans for Knickerbocker Park in Pod 302 was approved with permits issued (CLV Drawing #650.106).
06/11/11	Final Map (FMP-40642) for Pod 307 Phase I was recorded.

ANALYSIS

The information below reflects the extent of compliance by the owner/developer as of November 2011.

REVIEW AND DEFAULT REQUIREMENTS				
CATEGORY	**REFERENCE**	**PERFORMANCE REQUIREMENT**	**PROGRESS**	**STATUS**
Number of residential units approved	DA 5.1; MDP 2.2	Maximum of 9,064 possible residential units*	6,406 units approved through TMP or SDR	In compliance
Number of residential units built	DA 5.1	N/A	3,262 residential permits issued	In compliance
Overall density	DA 5.1; MP Land Use Element	8.0 dwelling units/acre maximum	5.65 units per acre as currently entitled	In compliance
Anticipated Phases of development for the next calendar year	DA 5.1; MDP 2.4.1	Develop per Master Development Plan Phasing Plan	▪ Pod 307 final map recorded on 06/24/11 (84 units) ▪ Completion of Knickerbocker Park (Pod 302) ▪ Construct individual residential homes based on market demand	In compliance

*Last revised September 19, 2007 (MOD-22968)

PARK AND TRAIL REQUIREMENTS					
FACILITY	**PERFORMANCE REQUIREMENT**	**OWNER ACTION**	**CITY ACTION**	**AGREEMENT REFERENCE**	**STATUS**
Pod 111 Park	Owner shall design, construct and dedicate park to City with some or all of amenities listed in Agreement	Complete when the park fund reaches $1,000,000	Ensure construction has commenced when the park fund reaches $1,000,000	6.2	Trigger for commencement of construction not reached
Pod 302 Park	Owner shall design, construct and dedicate park to City with some or all of amenities listed in Agreement	Complete when the park fund reaches $1,000,000	Ensure construction has commenced when the park fund reaches $1,000,000	6.2	Park under construction using funding outside the park fund; expected Phase I opening December 2011
Multi-Use Transportation Trail	Owner shall construct and dedicate trail to City	Commence construction prior to 01/31/06	Ensure construction is complete by 07/31/12	6.3	Completed. In compliance
Thematic Parkway Loop	Owner shall construct and dedicate trail and open space to City with some or all amenities listed in Agreement	Complete construction of the parkway loop	Ensure construction occurs concurrently with adjacent roadway	6.4	Construction (100% complete). In Compliance
Park Facilities within Flood Control Facilities	Such facilities must comply with minimum standards of City and CCRFCD	None	None	6.5	No park facilities within flood control facilities
Residential Construction Tax	Owner entitled to tax credit pursuant to LVMC 4.24	Post bond for 100% of estimated construction cost of facilities, then provide copies of all transactions	Issue full credit to Owner after facilities constructed and dedicated to City	6.6	Ongoing

INFRASTRUCTURE REQUIREMENTS				
CATEGORY	**REFERENCE**	**PERFORMANCE REQUIREMENT**	**PROGRESS**	**STATUS**
Sanitary Sewer	DA 8.1	Detailed sewer plan, including infrastructure networks, depth requirements, rights-of-way/ easements proposed, and phasing plan	100 percent of the sewer improvements have been installed	Completed. In compliance
Flood Control and Drainage	DA 10.1	Prepare master drainage study. Construct flood control facilities as identified in the study, and dedicate all rights-of-way and easements for such facilities	Drainage study approved 4/15/05; 100% of improvements required by the study have been completed	In compliance
Special Improvement District	DA 11.1; NRS 271.325	Form Special Improvement District pursuant to Applicable Rules	SID 607 created 05/19/04 (Ord. 5697); as of 06/30/07, all parcels in district are current	In compliance

TRANSPORTATION IMPROVEMENT REQUIREMENTS				
CATEGORY	**REFERENCE**	**PERFORMANCE REQUIREMENT**	**PROGRESS**	**STATUS**
Traffic Study	DA 9.1	Prepare and submit a Master Traffic Study	Master traffic Study completed 04/14/05	Completed. In compliance
Traffic Signal Improvements	DA 9.3	Pay traffic signal impact fee on each permit issued in the Planned Community	Ongoing	In compliance

OTHER AGREED REQUIREMENTS					
CATEGORY	**PERFORMANCE REQUIREMENT**	**OWNER ACTION**	**CITY ACTION**	**AGREEMENT REFERENCE**	**STATUS**
Community Directional Signage	Owner shall submit a master signage plan for temporary and directional signage within the Planned Community	Submit signage plan prior to the issuance of permits	Review and take action within 30 days of submittal	4.12	Completed. Signage plan (MOD-19114) approved by City Council 04/04/07. In compliance
Public and Common Areas - Maintenance	City shall maintain all improvements within public rights-of-way except landscaping	Maintain landscaping within public rights-of-way within and adjacent to the Planned Community	Maintain roadways, curbs and streetlights within public rights-of-way within and adjacent to the Planned Community	4.6(a)	In compliance
Public and Common Areas – Owners' Associations	Owner shall create master associations for maintenance of common areas within separately mapped areas	Form property owners associations prior to recordation of final maps	None	4.6(b)	In compliance

In accordance with NRS Chapter 278 and Section 5.1 of the Cliff's Edge Development Agreement, the Owner is required to submit a development report at least once per year documenting compliance with the terms of the agreement during the preceding two years. The report is subject to review and consideration by the City Council.

This is the fifth such report for the Cliff's Edge Master Planned Community, which has since been renamed Providence. Although it must show compliance with the Cliff's Edge Development Agreement during the last two years, the report covers compliance activities back to the effective date of the Agreement, which was 03/17/04.

In 2010, modifications to the Development Agreement (Bill 2009-53) were approved regarding certain park plans and requirements for the construction of public improvements. This modification altered the trigger points for the construction of the parks to be based off available funding rather than a specific number of permits pulled.

The timeline for the construction of Park-Pod 111 remains as per the Development Agreement, which states that construction shall begin when $1,000,000 in available park funds is achieved. The current park fund is below the $1,000,000 threshold and therefore the Developer is currently in compliance.

Funding outside of the Park Fund was available for the construction of Park-Pod 302 (Knickerbocker Park) ahead of schedule. Construction of Knickerbocker Park has commenced and Phase I is scheduled to open in December of 2011. The civil improvement plan was approved on 02/16/11 and the project is currently in conformance with the 18-month completion timeline as mandated in section 6.2(b) of the Development Agreement.

The final sections of the multi-use transportation trail required by Section 6.3 of the Development Agreement were completed several months ago and the Master Developer's obligation is 100% complete.

FINDINGS (DIR-43794)

Department of Planning staff has reviewed the submitted development report and has determined that the Owner is currently in compliance with the requirements of the Cliff's Edge Development Agreement.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

Review

Of The

Development Agreement

Between

The City of Las Vegas

And

Cliffs Edge, LLC

October, 2011

RECEIVED
NOV 17 2011
City of Las Vegas
Department of Planning

DIR-43794
REVISED

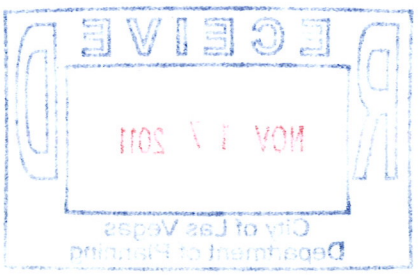
INTRODUCTION

On March 17, 2004 The City of Las Vegas and Cliffs Edge, LLC ("Owner") entered into a Development Agreement which became effective on March 21, 2004 (the "Development Agreement"). The Development Agreement was amended by the City of Las Vegas City Council on January 6, 2010.

The Development Agreement requires certain performance of the Owner and/or Designated Builders in exchange for reasonable assurances from the City that the Owner might develop the Planned Community in an orderly fashion. Additionally, the Development Agreement obligates the City to perform certain tasks and to insure that municipal services are provided to the Planned Community at the most economic cost to its citizens.

Section 5.1 of the Development Agreement and NRS Chapter 278 require that the Owner submit a report documenting material compliance with the terms of the Development Agreement within the preceding twelve months. In fulfillment of the NRS requirement and Section 5.1 of the Development Agreement, Owner hereby submits this review to the City. This report provides a brief history of the planned community and addresses compliance by the Owner and the City with the terms of the Development Agreement. The summary details the total number of residential units built, approved, and specific densities within each project and the Planned Community as a whole and the anticipated phases of development for the next calendar year.

The information contained herein is current as of October, 2011.



HISTORY OF THE PLANNED COMMUNITY

In May of 1999, the City of Las Vegas City Council (CLVCC) adopted the Centennial Hills Land Use Plan. As part of this approval, the Providence Planning Area (formerly Cliff's Edge) was designated for Planned Community Development (PCD). No specific land use categories were assigned. The intent was to encourage a large scale, comprehensive planned community that would be guided by the City's Planned Development procedures.

In June 2003, Owner purchased nearly 500 acres of property from the United States Government through the Bureau of Land Management. On June 23, 2003, zoning for the Subject Property was approved by the City Council and conditioned upon the execution of a Development Agreement between the Owner and the City.

Section 9.1 of the Development Agreement required the Owner to complete a Master Traffic Study to establish the total mitigation needed to offset the regional impact of increased traffic resulting from the development of the Planned Community. The Master Traffic Study was submitted by the Owner and subsequently approved by the City on April 14, 2005.

The Planned Community is currently marketed as "Providence Master Planned Community". Residential for-sale neighborhoods are being built in Providence by builders including KB Home, Beazer Homes, Lennar Homes, Meritage Homes, Ryland, Pulte, Richmond American, D.R. Horton, Woodside Homes, R/S Homes, Warmington, and Pardee Homes. In February 2007 the first residents moved into the community. As of October 9, 2011 there have been 2,382 closings and 2,542 net sales.

There have been three multi-family developments approved in the Planned Community; Pods 103, 125/126, and 308. Of those, only Pod 125/126 has been constructed.

One mixed use site has been approved in the Planned Community. Pod 122 was approved on May 16, 2007 for 218 townhomes and 32,400 square feet of commercial development. Two shell commercial buildings (two tenants have moved in) have been constructed and the townhomes have been completed.

Owner had provided public infrastructure in and around the Planned Community to keep pace with and support the forthcoming residential development. To date: 95% of the primary infrastructure improvements have been completed, including 100 percent of all sewer improvements and rough grading of all Master Plan Roadways. Most of the streets have been significantly completed and are being utilized by the general public, including all of Dorrell Lane, Farm Road, Grand Teton Drive, Egan Crest Way, Shaumber Road Hualapai Way and Elkhorn Road. In addition, 100% of all major storm drain facilities and 100% of all water improvements have been completed. Henry and Everlyn Bozarth Elementary School was opened by the Clark County School District in fall 2009.

The Amendment to the Development Agreement was approved by the Las Vegas City Council on January 6, 2010 and adjusted certain park plans and requirements for the construction of public improvements.

The following chart summarizes the status of the key requirements set forth in the Development Agreement and related documents.

REQUIREMENTS

Facility	Requirement	Commencement	Explanation of Requirement	City Action	Developer Action	Reference	Status
Park - Pod 111	Design, construct and dedicate park	When the Park Fund reaches $1,000,000	As dictated by 6.2(b)	Ensure construction has begun when park fund reaches $1,000,000	Complete Park within 18 of City approval of improvement plans	1/6/10 6.2 -Parks; 6.2(a) and 6.2(b)	Trigger not reached
Park - Pod 302	Design, construct and dedicate park	When the Park Fund returns to $1,000,000 after the completion of Park 111	As dictated by 6.2(b)	Ensure construction has begun when park fund goes back to $1,000,000	Complete Park within 18 of City approval of improvement plans	1/6/10 6.2 -Parks; 6.2(a) and 6.2(b)	Under Construction with Phase 1 scheduled to open December '11
Multi-Use Transportation trail	Construct Trail	Commence by January 31, 2006		Ensure construction has begun and been completed by specific dates.	Complete by December July 31, 2012	1/6/10 6.3; Multi Use Transportation Trail	Construction 100% complete
Thematic Parkway Loop	Open Space adjacent to primary roadway	To be constructed concurrently with roadway	Include some of the following amenities: turf areas; walking/jogging/bike areas; trees; plants	Ensure construction occurs concurrently with roadway	Construct parkway loop.	1/6/10 6.4; Thematic Parkway Loop	Construction 100% complete
Flood Control facilities	None	N/A	None	N/A	None	1/6/10 6.5; Use of Flood Control Facilities	N/A

Infrastructure

Item	Document	Performance Requirement	Reference	Status
Sanitary Sewer	Zon-1520 Zon-2184	Detailed Sewer Plan, including infrastructure networks, depth requirements, right-of-way/easements proposed, and phasing plan.	1/6/10 8.1 – Sewer	100% of the sewer improvements have been installed
Flood Control and Drainage	Drainage Study approved 4/15/05		1/6/10 10.1 – Flood Control Facilities and Technical Drainage Studies	Study approved 4/15/05; 100% of improvements required by study have been completed
Special Improvement District		Form SID		SID 607 formed

Transportation Improvements

Item	Performance Requirement	Reference	Status
Traffic Study	Prepare and Submit a Master Traffic Study –	1/6/10 9.1 – Master Traffic Study	Completed 4/14/05
Transportation Improvements	Construct and dedicate to the City those improvements as identified in the study and in Exhibit J .	1/6/10 9.2 – Project Transportation Improvements and Exhibit J	All dedications complete. 100% of all roads rough graded All roads (except Centennial and Puli are paved.
Traffic Signals	Developer agrees to pay Traffic Signal	1/6/10 9.3 – Traffic Signal	Design complete.

	Impact Fees	**Improvements**	**90% of traffic poles conduit & cabinets installed.** **Fees are being paid as builders request permits.**

Section 4.3 – Modifications to Design Guidelines

September 19, 2007	MOD-22968	▪ Revised Planned Land Use Table 2.2 pg 10 ▪ Revised Land Use Map pg 11 and Section 2 pg. 2-4 changed POD 308 from RSL to M
April 4, 2007	MOD-19114	Revised 3.2.1 Medium Density Residential, pg 3-8,9
		▪ Revised 3.2.2 Sm Lot Residential, pg 3-10,11
		▪ Revised 3.2.3 Res Sm Lot Mini Cluster, pg 3-12,13
		▪ Revised 3.2.3.A Res Sm Lot Paseo Cluster, pg 3-14,15
		▪ Revised 3.2.3.B Res Sm Lot Rear Loaded, pg 3-16,17
		▪ Revised 3.2.4 Res Sm Lot Mini-Lot, pg 3-19, 20
		▪ Revised 3.2.5 Medium Low & Low Res, pgs 3-21,22,23,24
		▪ Revised 3.3.6 Perimeter Edges-Varying Rear Setbacks, pg 3-28
		▪ Revised 3.5.2 Signage- Added appendix A, pg 3-29
		▪ Added 4.1 Introduction-Architectural Styles, - added Classic Americana Style, pg 4-1
		▪ Added 4.3.1 Building Form-Added Classic Americana Style, pg 4-2
		▪ Added 4.4.1 Roof Form and Slope, pg 4-3
		▪ Added 4.10 & 4.14 Classic Americana Architectural Style, pg 4-20,21,4-30
		▪ Replaced 5.2.1 Plant Materials List, pg 5-1,2,3,4,5,6
		▪ Added type- 5.2.3 Rock Mulch, pg 5-7
		▪ Revised 5.5 Signage- added appendix, pg 5-9
		▪ Added L. - 6.2.1 Community Walls added L.,

		pg 6-4
		▪ Added color-6.2.9 View Fences, pg 6-6
		▪ Added percentages-Sec 6 Exhibit B Community Walls, pg 6-10
		▪ Added percentages-Sec 6 Exhibit C Community Walls, pg 6-11
		▪ Added percentages-Sec 6 Exhibit D Community Walls, pg 6-12
		▪ Added 8.1.1 Commercial Design Guidelines, pg 8-1
		▪ Added -Appendix A-Sign Guidelines
March 13, 2006	MOD-10809	▪ Revised Section 6 Entry and Wall Guidelines
February 14, 2006	MOD-10531	▪ Revised Planned Land Use Table 2.2 pg 10 ▪ Revised Land Use Map pg 11 and Section 2 pg. 2-4
November 16, 2005	MOD-9174	▪ Revised Section 3 3.2.5 B Single Family Detached (Rear Loaded) pg. 3-20
August 3, 2005	MOD-6279	▪ Revised Section 2 2.3.6 Public Facility/Open Space & Recreation pg. 12 ▪ Revised Section 3 3.1.1 Parcel Entries pg 3-1 ▪ Added new exhibits 7a & 7b pg 3-4 & 3-5 ▪ Added note Section 3 3.1.3 pg 3-2 ▪ Revised Section 3 Exhibit 8a pg 3-6 ▪ Revised Section 3 3.2.3A Residential Small Lot (Paseo Cluster)pg 3-13 ▪ Revised Section 3 3.2.3B Residential Small Lot (Rear Loaded) pg 3-14 ▪ Added Exhibit pg 3-15 ▪ Revised Section 3 3.2.4 Residential Small Lot (Mini-Lot Conventional) pg 3-16 ▪ Revised Section 5 5.10 Community Lighting pg 10 ▪ Revised Section 5 5.10.1 Street Lighting pg 5- 11 Added new exhibits Section 5 Exhibit 14a, 14b, 14c, 15, pgs 5-12,5-13,5-14,5-15 ▪ Portions of Section 6 which were replaced with MOD-10809
July 9, 2004	MOD-4237	▪ Revised Section 3 Exhibit 8a Private Interior Residential Streets pg 3-6

May 5, 2004	MOD-3955	▪ Revised portion of Section 6 which was replaced with MOD-10809
February 27, 2004	MOD-3189	▪ Revised Section 3 3.1.2 pg 3-2

SUMMARY

All requirements of the City and the Owner pursuant the Development Agreement have been fulfilled to date. As of October 20, 2011, 3,262 permits have been issued by the City of Las Vegas for dwelling units. Builders within Providence have had approximately 6,406 lots approved via separate Tentative Maps and Site Development Plan Reviews. The following tables depict approved densities, pending approvals, and vacant pods:

Approved Densities per Tentative Maps

POD(S)	UNITS	ACRES
125, 126	516	18.98
303	190	17.7
113	220	20.9
205	313	40.52
303A	170	22.23
201, 203	282	41.1
211	286	40.84
305, 309	275	40.81
115, 116, 117	612	94
118	189	30
202, 204, 205, 102, 107, 108	930	148
207	252	40.4
106, 109	246	40
209	234	40.3
212, 119	295	53.13
121	110	22.38
114	124	31.34
123	211	57.4
301	192	20.5
105	201	17.9
122	218	15.69
307	106	20.28
308	234	15.69
TOTAL	6406	911.05

Vacant Pod

208	272	15
103	500	20
TOTAL	772	35

Actual Units per recorded Final Maps

POD(S)	UNITS	COMMENT
125, 126	516	
303	190	
113	219	
205	306	
303A	170	
201, 203	228	54 lots in Unit 5 remaining
211	136	
305, 309	275	
115, 116, 117	612	
118	189	
202, 204, 205, 102, 107, 108	921	
207	252	
106, 109	245	
209	119	
212, 119	294	
121	110	
114	59	
123	211	
301	192	
105	127	
103	492	
122	218	
307	48	58 lots remaining to final map
TOTAL	6129	

In the next 12 month period it is anticipated that Knickerbocker Park (POD 302) will be completed and open to the public. Builders will continue to pull permits and construct homes based on market demand. Work will continue on the items listed in Exhibit J. To date 95% of items listed are complete in the final inspection stage. Work on the storm drains will continue in the next 12 months.

City of Las Vegas Agenda Item No.: **31.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 4, 2012

SUBJECT:
SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

City of Las Vegas Agenda Item No.: **32.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 4, 2012

SUBJECT:
CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE CITY COUNCIL. NO SUBJECT MAY BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

City of Las Vegas Agenda Item No.: **33.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 4, 2012

SUBJECT:
COUNCIL MEMBER RECOGNITION: COMMENTS MADE BY INDIVIDUAL CITY COUNCIL MEMBERS DURING THIS PORTION OF THE AGENDA WILL NOT BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND SCHEDULED FOR ACTION