5-4

#### City of Carson City Agenda Report

Date Submitted: 4-22-08

**Agenda Date Requested: 5-1-08** 

Time Requested: Consent

To: Board of Supervisors

From: Stacey Giomi, Fire Chief

Subject Title: ACTION TO ADOPT A RESOLUTION ADOPTING AND APPROVING A COOPERATIVE AGREEMENT BETWEEN THE STATE OF NEVADA, ACTING BY AND THROUGH ITS DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MANAGEMENT AND SEVENTEEN COUNTIES OF THE STATE OF NEVADA WHICH INCLUDES CARSON CITY, A CONSOLIDATED MUNICIPALITY AND POLITICAL SUBDIVISION OF THE STATE OF NEVADA, TO SATISFY A U.S. DEPARTMENT OF HOMELAND SECURITY GRANT PROGRAM REQUIREMENT AND OTHER MATTERS PROPERLY RELATED THERETO.

**Staff Summary:** The State of Nevada has identified an interoperable communications system as a priority to be funded by the Homeland Security Grant Program. This Cooperative Agreement allows the State of Nevada to retain the grant money that typically must be paid to the counties, in order to develop the interoperable communications system. All seventeen counties in the State of Nevada are being asked to enter into the Cooperative Agreement.

Type of Action Requested:  (X) Resolution  () Formal Action/Motion	(check one) () Ordinance () Other (Specify)
Does This Action Require A Busine	ess Impact Statement: () Yes (X) No
RESOLUTION ADOPTING AND APPEARTMENT OF PUBLIC SAFETY AND SEVENTEEN COUNTIES OF T CARSON CITY, A CONSOLIDATED	TION TO ADOPT RESOLUTION NO, A PROVING A COOPERATIVE AGREEMENT A, ACTING BY AND THROUGH ITS Y, DIVISION OF EMERGENCY MANAGEMENT THE STATE OF NEVADA WHICH INCLUDES MUNICIPALITY AND POLITICAL SUBDIVISION SATISFY A U.S. DEPARTMENT OF HOMELAND
SECURITY GRANT PROGRAM REC PROPERLY RELATED THERETO.	QUIREMENT AND OTHER MATTERS

**Explanation for Recommended Board Action:** The State of Nevada has identified an interoperable communications system as a priority to be funded by the Homeland

Security Grant Program. This Cooperative Agreement allows the State of Nevada to retain the grant money that typically must be paid to the counties, in order to develop the interoperable communications system. All seventeen counties in the State of Nevada are being asked to enter into the Cooperative Agreement.

Applicable Statute, Code, Policy, Rule or Regula	ation: NRS 277.110 et. seq.
Fiscal Impact: None	
Funding Source:	
Supporting Material: Resolution and Cooperative	Agreement
Prepared By: Stacey Giomi, Fire Chief/Melanie Br	uketta, Chief DDA
Reviewed By:  (Fire Chief)  (City Manager)  (District Attorney)  (Finance Director)	Date: $\frac{4-22.08}{4-24-08}$ Date: $\frac{4-24-08}{4-24-08}$ Date: $\frac{4-24-08}{4-24-08}$
Board Action Taken:	
Motion: 1) 2)	Aye/Nay
(Vote Recorded By)	

RESOL	UTION NO	
ILLUOUL		•

A RESOLUTION ADOPTING AND APPROVING A COOPERATIVE
AGREEMENT BETWEEN THE STATE OF NEVADA, ACTING BY AND
THROUGH ITS DEPARTMENT OF PUBLIC SAFETY, DIVISION OF
EMERGENCY MANAGEMENT AND SEVENTEEN COUNTIES OF THE STATE
OF NEVADA WHICH INCLUDES CARSON CITY, A CONSOLIDATED
MUNICIPALITY AND POLITICAL SUBDIVISION OF THE STATE OF NEVADA,
TO SATISFY A U.S. DEPARTMENT OF HOMELAND SECURITY GRANT
PROGRAM REQUIREMENT AND OTHER MATTERS PROPERLY RELATED
THERETO.

**WHEREAS**, pursuant to NRS 277.110, any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to NRS 277.080 to 277.170, inclusive; and

**WHEREAS**, the Department of Public Safety, Division of Emergency Management is a department of the State of Nevada and Carson City is a political subdivision of the State of Nevada; and

**WHEREAS**, NRS 277.110 provides that every such contract must be ratified by appropriate official action of the governing body of each party to the contract as a condition precedent to its entry into force; and

**WHEREAS,** NRS 277.180 also provides that every such contract must set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

**WHEREAS**, the parties to the Cooperative Agreement to satisfy a U.S. Department of Homeland Security Grant Program Requirement desire to adopt and approve such contract as required by NRS 277.110. A copy of the contract is attached to this Resolution as Exhibit "A;" and

**NOW, THEREFORE, BE IT RESOLVED** that the terms and conditions of the Cooperative Agreement to satisfy a U.S. Department of Homeland Security Grant Program Requirement is hereby adopted and approved; and

**BE IT FURTHER RESOLVED** that the Cooperative Agreement to satisfy a U.S. Department of Homeland Security Grant Program Requirement shall be spread at large upon the minutes or attached in full thereto as an exhibit, and that a copy of this Resolution shall be sent to the State of Nevada, Department of Public Safety, Division of Emergency Management.

Upon motion by Sur	pervisor	, seconded by
Supervisor adopted this 1st day of May	, 2008 by the following	ing vote.
VOT	E: AYES:	
	NAYS:	
	ABSENT:	
	ABTAIN:	
		Marv Teixeira, Mayor
		Carson City, Nevada
ATTEST		
Alan Glover, Clerk Carson City, Nevada		
Carson City, Nevaua		

#### COOPERATIVE AGREEMENT AMONG THE STATE OF NEVADA AND LOCAL JURISDICTIONS

An Agreement Among the State of Nevada
Acting By and Through Its
Department of Public Safety
Division of Emergency Management (DEM)
2478 Fairview Drive
Carson City, Nevada 89701
(775) 687-0300, Fax (775) 687-0322

#### AND

The Seventeen Counties of the State of Nevada as listed in the signature pages,

WHEREAS, NRS 277.110 authorizes any two or more public agencies or governmental entities to enter into agreements for joint or cooperative action; and

WHEREAS, it is deemed that the cooperative action set forth below among the parties is in the best interests of the State of Nevada;

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

- 1. <u>REQUIRED APPROVAL</u>. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.
- 2. <u>DEFINITIONS</u>. "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. <u>AGREEMENT TERM</u>. This Agreement shall be effective upon approval through the Department of Homeland Security Federal Fiscal Years of 2007, 2008, 2009 and 2010 as they apply to its grants provided to the State Administrative Agency (SAA), the Department of Public Safety, Division of Emergency Management unless sooner terminated by any of the parties as set forth in this Agreement.
- 4. <u>TERMINATION</u>. This Agreement may be terminated by any of the parties 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 parties. This Agreement may be terminated by mutual consent of all parties or separately and severally by any of the parties without cause. However, if any of the seventeen counties withdraws or terminates its interest in this Agreement, this Agreement shall remain in full force and effect for all other parties. The parties expressly agree that this Agreement shall be terminated immediately, if, for any reason, federal funding, the main premise of this is withdrawn, or substantially impaired.
- 5. <u>NOTICE</u>. All notices or other communications required or permitted to be given under this Agreement 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 parties at the addresses set forth herein.
- 6. <u>INCORPORATED DOCUMENTS</u>. The parties agree that the scope of the cooperative action shall be specifically described in accordance with State Administrative Manual § 0308.0; this Agreement incorporates the following attachment:

### ATTACHMENT AA: SCOPE OF COOPERATIVE AGREEMENT AND ACTION

- 7. <u>ASSENT</u>. The parties agree that the terms and conditions listed on the incorporated attachment of this Agreement are also specifically a part of this Agreement and any limitations expressly provided.
- 8. INSPECTION & AUDIT.
  - a. <u>Books and Records</u>. Each party to this Agreement hereby 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 State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.
  - b. <u>Inspection & Audit</u>. Each party further 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 State Auditor, the Nevada State Attorney General's Office or its Fraud Control Units, DEM auditors 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.
  - c. <u>Period of Retention</u>. All books, records, reports, and statements relevant to this Agreement must be retained a minimum three years and for five years if any federal funds are used in this Agreement. The retention period runs from the date of termination of this Agreement. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
- 9. <u>INDEPENDENT PUBLIC ENTITIES</u>. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement, each party is and shall be a public entity separate and distinct from the other parties and, subject only, to the terms of this Agreement.
- 10. <u>PUBLIC RECORDS</u>. 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.
- 11. <u>CONFIDENTIALITY</u>. Each party shall keep confidential pertaining to this Agreement 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 Agreement.
- 12. <u>PROPER AUTHORITY</u>. The parties hereby represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth in paragraph (6).
- 13. <u>GOVERNING LAW</u>; <u>JURISDICTION</u>. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to the laws of the State of Nevada.
- 14. <u>SEVERABILITY</u>. If any provision contained in this Cooperative Agreement among public entities is determined to be unenforceable by a court of law or equity, this Cooperative Agreement among public entities shall be construed as if such provision did not exist and the nonenforceability of such provision shall not render any other provision or provisions of this Cooperative Agreement among public entities unenforceable.

15. <u>ENTIRE AGREEMENT AND MODIFICATION</u>. This Agreement constitutes the entire agreement of the parties and this memorandum is 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 Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between its attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General.

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

The signature of each party listed below acknowledges and agrees to the provisions of this Agreement as set forth above.

Carson City Authorized Signature	Date	
Churchill County Authorized Signature	Date	
Clark County Authorized Signature	Date	
Douglas County Authorized Signature	Date	
Elko County Authorized Signature	Date	
Esmeralda County Authorized Signature	- Date	

Eureka County Authorized Signature	Date	
Humboldt County Authorized Signature	Date	
Lander County Authorized Signature	Date	
Lincoln County Authorized Signature	Date	
Lyon County Authorized Signature	Date	
Mineral County Authorized Signature	Date	
Nye County Authorized Signature	Date	
Pershing County Authorized Signature	Date	
Storey County Authorized Signature	Date	
Washoe County Authorized Signature	Date	
White Pine County Authorized Signature	Date	

Frank Siracusa, Chief, Div of Emergency Manageme	ent (Date)
Approved as to form by:	
Senior Deputy Attorney General	(Date)

DEM Coop Agreement DHS Funds

Attachment: AA



Department of Public Safety Division of Emergency Management

# SCOPE OF COOPERATIVE AGREEMENT AND ACTION

#### STATEWIDE INVESTMENT JUSTIFICATIONS

as partially funded through the

FFY07-10 U.S. Department of Homeland Security (DHS), Homeland Security Grant Program (HSGP)

### **Definitions:**

Homeland Security Grant Program (HSGP), as defined: The HSGP is a grant program that is provided by the U.S. Department of Homeland Security and contains five funding sources as follows: State Homeland Security Program (SHSP); Urban Area Security Initiative (UASI) which is solely dedicated for use by Clark County; Law Enforcement Terrorism Prevention Program (LETPP) through FFY07; Citizen Corps Program (CCP); and Metropolitan Medical Response System (MMRS) which is solely dedicated for use by the City of Las Vegas.

Investment Justification (IJ), as defined: As required by the DHS, an "investment justification" is the method utilized for the purpose of establishing a statewide project for consideration in the application review process. This method of application includes a project scope, anticipated budget, milestones, impact statements, etc. An investment justification is required for all statewide projects that are priorities of the DHS and are therefore mandatory, as well as any that a state determines to be a priority and desires to implement. In fiscal year 2007 there were eight priorities federally mandated and an additional five that the State of Nevada determined to be priorities. In subsequent years, 2008, 2009, 2010, these priorities may remain the same or will be subject to change. These IJs are derived from the State Preparedness Report which is designed to improve the security of the State of Nevada and for its citizens and visitors.

Nevada Communications Steering Committee (NCSC), as defined: The NCSC was established by executive order of the Governor of the State of Nevada consisting of a body of state and local representatives charged with overseeing Nevada's efforts to implement interoperable communications initiatives, as well as developing and maintaining the Nevada Interoperability Communications Plan.

State Administrative Agency (SAA), as defined: The SAA is the agency within each state that is designated as the recipient-grantee of the homeland security grants from the DHS and is tasked with the subgranting of those funds to the local jurisdictions and state agencies, as appropriate. The SAA is also responsible for the financial, administrative and program management of the various grant programs provided to the State. The Department of Public Safety, Division of Emergency Management (DEM) has been designated as the SAA for the State of Nevada.

#### Purpose and Justification

Grant funding from (DHS) will be received by (DEM). The DEM is the designated State Administrative Agency (SAA) with the DHS on behalf of the State of Nevada.

Beginning with FFY06, the DHS modified its requirements for the HSGP by requiring that the various states prepare their applications with the concept of statewide projects which would benefit the entire state, rather than the previous grants being subgranted to the local jurisdictions based upon their own particular needs. This new approach required that the State develop team leaders and ultimately designate lead agencies for each project.

All Investment Justifications (IJ's) are funded by one or a combination of the funding sources provided in the HSGP. For the purposes of the IJ, the funding sources supporting its implementation are the SHSP and UASI programs.

The Investment Justifications were developed for the purpose of improving response capabilities during an emergency or disaster or for daily interaction among jurisdictions and various disciplines from the federal, state, local and tribal levels. To further the designated investment justifications for Nevada, the State is entering into this agreement with the applicable governmental agencies of this State to seek the agreement and cooperation of those governmental entities for this statewide effort. Further, this agreement is required to satisfy the mandate from DHS that no more than 20% of the SHSP grant funds may be retained by the State without the express agreement of the local governments.

One of these investment justifications, interoperable communications for the State, has been designated by the Homeland Security Grants Program Working Group as a priority. and the Office of Homeland Security, a state agency, has been named by the Governor as the agency to oversee and manage the homeland security grants provided to Nevada for interoperable communications; therefore, necessitating this agreement since the funds

received by that agency each fiscal year until the end of the project, will exceed the 20% allowed to the State from the DHS funding. Statewide communications interoperability is a responsibility of not only the state agencies, but also, of all local jurisdictions. For this reason this agreement is important for the accomplishment of the statewide objectives for all of the investment justifications. Additionally, others of the priority projects funded by DHS and headed by a state agency may result in additional funding to the State which will further exceed the 20% requirement. Such projects include, but are not limited to, the fusions centers, Silver Shield, and others that might be designated as priorities in the future

## **Background on Communications Interoperability I.J.**

- The funding and responsibility for the investment justifications are not ascribed to any one governmental jurisdiction, rather it is a cooperative function among jurisdictions, bridging together public safety communications systems that are otherwise independent and maintained separately. The goal is to ultimately bridge together different jurisdictions and public safety disciplines for the safety of the public.
- O The need to strengthen interoperable communications has been identified by DHS as a national priority, and has also been identified in the State Homeland Security Strategy and the State Preparedness Report as a priority for Nevada through the creation of a communications interoperability investment justification.
- o Representatives of state, local and tribal entities have worked collaboratively to address this issue and generate plans for interoperable communications in Nevada, including the State Communication Interoperability Plan (SCIP) version 3, which was updated in November of 2007. This plan has been developed in compliance with the provisions of Section 239C.160(5) of the Nevada Revised Statutes and has been approved by the Nevada Commission on Homeland Security.
- O The State Communications Interoperability Plan version 3 calls for application to DHS for grant funding assistance for interoperable communications. The application itself was subsequently approved by the Nevada Commission on Homeland Security pursuant to the provisions of Nevada Revised Statutes, Chapter 239C.300 in 2007. Such application was generated by separate subcommittee of the Homeland Security Grants Program Working Group on interoperable communications consisting of statewide representatives including members of the Nevada Communications Steering Committee (NCSC).

#### Further considerations for all I.J.'s

- o <u>The SAA function</u>. The DEM, as the designated SAA, must distribute DHS grant funds according to applicable federal guidance and regulations.
- o General comments on 80/20 Split. Pertinent HSGP federal regulations require that grant funds be split on an 80/20 basis, with at least 80% being

- provided to local governments, and no more than 20% being retained by the State unless the State and local government(s) have entered into an "MOU" (Agreement) allowing the State to retain the funds for projects that will benefit local government(s).
- Multiple jurisdictional cooperation. For all investment justifications DHS encourages multi-jurisdictional and multi-discipline cooperation in attempting to enhance preparedness capabilities through the cooperation of the state and local governments. Overall cooperation among the governmental entities within the State of Nevada, hence, is the essence of this agreement. Therefore, the signatories to this agreement pledge continuing cooperation to implement all applicable investment justifications among the multiple governmental entities and public safety agencies within Nevada.
- 80/20 Split Requirement as it applies to Communications Interoperability. To the extent federal grant funding requirements and regulations allow, the local government signatories hereby agree to allow the State to retain DHS, SHSP grant funds in excess of 20% to be retained for purposes of funding the statewide IJ for interoperable communications as provided in this agreement. The use of these funds is to be made in accordance with the State Communication Interoperability Plan version 3 and the specifics of that plan as incorporated within the FFY07, FFY08, FFY09, and FFY10 HSGP IJ for Interoperable Communications as established by the HSGP Working Group and subsequently approved by the Nevada Commission on Homeland Security.
- O Tribal Nations and Federal Agency Relations. For purposes of all of the I.J.'s the State of Nevada strongly encourages the 17 counties within Nevada to work with and invite participation from the tribal nations and federal agencies to achieve interoperability within their respective jurisdictions.

Note: Funds budgeted for Investment Justification components that are not fully utilized or required for their stated purpose may be redistributed to other project components within this agreement as deemed appropriate by the project lead agency and upon approval of the SAA (DEM) which is obtained through a "Project Change Request."