

Brian Sandoval
Governor



James M. Wright
Director

Caleb S. Cage
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/>

September 19, 2018

Aaron Kenneston, Emergency Manager
Washoe County, Office of Emergency Management
5195 Spectrum Blvd.
Reno, NV 89512

Dear Mr. Aaron Kenneston:

RE: Federal Fiscal Year 2018, Homeland Security Grant Award

The Department of Public Safety's Division of Emergency Management is pleased to enclose a Federal Fiscal Year 2018, State Homeland Security Program (SHSP) grant award in the amount of \$75,000.00.

The grant performance period is September 1, 2018 – August 31, 2020. 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.

The grant award package includes the grant award, approved budget, investment justifications, federal assurances, grant management guide, a memorandum of understanding (MOU) and re-obligation guidelines. 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 assurances, grant management guide along with the grant award documents, have been updated for the FFY 2018 grant cycle. Please review these documents carefully to ensure compliance.

Aaron Kenneston
Page 2
September 19, 2018

In addition to the FFY2018 grant package each award includes a MOU. The MOU establishes an understanding with respect to the pass through of the State Homeland Security Grant Program (SHSP).

In order to be compliant with the Federal Emergency Management Agency (FEMA) and the Federal Department of Homeland Security (DHS), the parties, must agree to the grant pass-through requirements set forth in each year's grant guidance and agree to the recommendations of the Homeland Security Working Group, Nevada Homeland Security Finance Committee, the Nevada Commission on Homeland Security and the SAA.

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

If you have any questions, or if we can be of assistance with the administration of this grant, please contact the Homeland Security Grant Section, Nevada Division of Emergency Management, at (775) 687-0300.

Best regards,


Caleb S. Cage, Chief

CSC/sw/slp

Attachments: Grant Award
Budget
Assurances
Grant Management Guide
MOU
Re-obligation Guidelines



STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY (NDPS)
DIVISION OF EMERGENCY MANAGEMENT (NDEM)

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

Sub Grant Award			
SUBGRANTEE: Washoe County Office of Emergency Management		FAIN NUMBER: EMW-2018-SS-00066	
ADDRESS: 5195 Spectrum Blvd., Reno, NV 89512 Department of Homeland Security (DHS) Grant		CFDA / PROJECT NO:	97067.18-3000
PROGRAM NAME: FFY18 - State Homeland Security Program (SHSP)		NDEM DUNS:	607025848
PROJECT TITLE: Statewide Continuity of Operations - Competitive		SUB-GRANTEE DUNS:	073786998
SUBGRANTEE AWARD PERIOD: September 1, 2018 - August 31, 2020		SUBGRANTEE GRANT FUNDS:	\$75,000.00
FEDERAL AWARD PERIOD TO DEM: September 1, 2018 - August 31, 2021		SUBGRANTEE MATCHING FUNDS:	\$0.00
FEDERAL AWARD AMOUNT TO DEM: \$ 8,980,000.00		TOTAL SUBGRANTEE AWARD:	\$75,000.00
Special Notes:			
APPROVED BUDGET FOR PROJECT			
CATEGORY		TOTAL PROJECT COSTS	
Statewide Continuity of Operations - Competitive			\$75,000.00
SUBGRANTEE FEDERAL GRANT TOTAL			\$75,000.00
SUB-GRANTEE MATCH TOTAL			\$0.00

This award is subject to the requirements (federal, state, financial and program assurances) established by the Federal Government; the Nevada Department of Public Safety and the Nevada 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	
Caleb S. Cage, Chief		Aaron Kenneston, Emergency Manager	
Name and Title of Appointing Official		Name and Title of Appointing Official	
X	<i>Caleb S. Cage</i> 9/21/2018	X	
Signature of Approving Official	Date:	Signature of Approving Official	Date:

Internal NDEM Review	
<input checked="" type="checkbox"/>	EMPM
<input checked="" type="checkbox"/>	ASO III
<input type="checkbox"/>	GRM

ORIGINAL



STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY (NDPS)
DIVISION OF EMERGENCY MANAGEMENT (NDEM)

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

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AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Caleb S. Cage, Chief	Aaron Kenneston, Emergency Manager
Name and Title of Appointing Official	Name and Title of Appointing Official
X <i>Caleb S. Cage</i> 9/27/2018	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Internal NDEM Review	
<input checked="" type="checkbox"/>	EMPM
<input checked="" type="checkbox"/>	ASO III
<input type="checkbox"/>	GRM

CONFIRMATION COPY

FFY 2018

LINE ITEM DETAIL BUDGET												
Agency Name		Project Manager Name & Contact #		Grant Manager Name & Contact #								
Washoe County				Aaron Keneston (775) 337-3898		Marilyn Kramer (775) 337-5859						
IJ TITLE: Statewide Continuity of Operations Enhancement												
One Budget Per Funding Stream												
Select Funding Stream												
Line #	CATEGORY	PERSONNEL DETAIL DESCRIPTION	Select Type	Previous Funding Type	Salary or Hourly	% of Effort	Calculation (hours)	Personnel Cost Amount	Primary Core Capability	Secondary Core Capability	AEI Ref #	Funding Source
Positions require: How many, type, Max Amount of line 12 no. New, Existing & Description of Position. All personnel must be put under this category, please note each line with planning, organization, training or exercise.												
1								\$ -				\$ -
2								\$ -				\$ -
3								\$ -				\$ -
4								\$ -				\$ -
Personnel Sub-Total		PERSONNEL COST NARRATIVE REQUIRED FOR EACH LINE ITEM ABOVE - PLEASE EXPLAIN IN DETAIL THE POSITIONS AND DELIVERABLES. NARRATIVE WILL BE USED TO ENSURE ITEMS LISTED WILL BE COMPLETED IN THE GRANT CYCLE - ITEMS MAY NOT BE PURCHASED OUTSIDE THE ITEMS LISTED ABOVE WITHOUT A PRE-APPROVED PROJECT CHANGE REQUEST.										
Narrative HERE												
Line #	CATEGORY	FRINGE DETAIL DESCRIPTION	Purchase Type	Previous Funding Type	Salary Hourly	% of Effort	Calculation (hours)	Personnel Cost Amount	Primary Core Capability	Secondary Core Capability	AEI Ref #	Funding Source
Positions require: Fringe to be separate from Personnel Costs above												
5								\$ -				\$ -
6								\$ -				\$ -
Fringe Sub-Total		FRINGE COST NARRATIVE REQUIRED FOR EACH LINE ITEM ABOVE - PLEASE EXPLAIN IN DETAIL THE POSITIONS AND DELIVERABLES. NARRATIVE WILL BE USED TO ENSURE ITEMS LISTED WILL BE COMPLETED IN THE GRANT CYCLE - ITEMS MAY NOT BE PURCHASED OUTSIDE THE ITEMS LISTED ABOVE WITHOUT A PRE-APPROVED PROJECT CHANGE REQUEST.										
Narrative HERE												
Line #	CATEGORY	PURPOSE OF EACH TRAVEL LOCATION, HOW MANY DAYS PER DIEM BREAKDOWN	Purchase Type	Previous Funding Type	Category of Each Travel	Travel Reference # from Addendum	Total Trips	Cost for each Trip	Total Cost	Primary Core Capability	Secondary Core Capability	Funding Source
THIS IS A NEW REQUIREMENT TO PROVIDE ALL INFORMATION ON TRAVEL. ALL TRAVEL MUST BE LINE ITEMED OUT ON THE TRAVEL ADDENDUM PROVIDED. ALL DETAILS ARE REQUIRED. THIS CATEGORY IS FOR TRAVEL ONLY (INFORMATION NOT PROVIDED WILL NOT BE FUNDED BASED ON NON-COMPLIANCE)												
9	Travel Planning Training Exercise Equipment Organization		Select Type					-				-
10								-				-
11												
12												
13												
Travel Sub-Total		TRAVEL COST NARRATIVE REQUIRED FOR EACH LINE ITEM ABOVE - PLEASE EXPLAIN IN DETAIL EACH LINE ITEM AND DELIVERABLES. NARRATIVE WILL BE USED TO ENSURE ITEMS LISTED WILL BE COMPLETED IN THE GRANT CYCLE - ITEMS MAY NOT BE PURCHASED OUTSIDE THE ITEMS LISTED ABOVE WITHOUT A PRE-APPROVED PROJECT CHANGE REQUEST.										
This travel allows two Northern Nevada project personnel to attend project steering committee meetings and training events in Las Vegas and Elko, NV.												
Line #	CATEGORY	PLANNING DETAIL DESCRIPTION	Purchase Type	Previous Funding Type	QUANTITY	UNIT COST	TOTAL	Primary Core Capability	Secondary Core Capability	AEI Ref #	Funding Source	
DESCRIPTION OF PLANNING ACTIVITIES MUST BE DETAILED OUT (GENERAL TERMS AND INFORMATION WILL NOT BE ACCEPTED BASED UPON NON-COMPLIANCE) NO TRAVEL IN THIS CATEGORY												
26	Planning	Contractor- Continuation of Statewide access to COOP Planning Portal	Enhance	Other Federal								
27		Contractor- assist departments to write COOP plans	Enhance		1.00	55,000.00	55,000.00					55,000.00
28					1.00	20,000.00	20,000.00					20,000.00
29					-	-	-					-
30												
Planning Sub-Total		PLANNING COST NARRATIVE REQUIRED FOR EACH LINE ITEM ABOVE - PLEASE EXPLAIN IN DETAIL THE POSITIONS AND DELIVERABLES. NARRATIVE WILL BE USED TO ENSURE ITEMS LISTED WILL BE COMPLETED IN THE GRANT CYCLE - ITEMS MAY NOT BE PURCHASED OUTSIDE THE ITEMS LISTED ABOVE WITHOUT A PRE-APPROVED PROJECT CHANGE REQUEST.										
This allows continued access to the COOP Tool, coaching for jurisdictional COOP managers, a vendor to facilitate logistics for the planning efforts, and minimal project office supplies.												

Line #	CATEGORY	ORGANIZATION DETAIL DESCRIPTION	Purchase Type	Previous Funding Type	QUANTITY	UNIT COST	TOTAL	Primary Core Capability	Secondary Core Capability	AEL Ref #	Funding Source
	Organization	DESCRIPTION OF ORGANIZATION ACTIVITIES MUST BE DETAILED OUT. SEE YOUR GUIDANCE FOR DESCRIPTION OF ORGANIZATION. THIS CATEGORY IS TYPICALLY FOR FUSION CENTER ACTIVITIES - TO INCLUDE OVERTIME, VEHICLE AND EQUIPMENT RENTALS, OPACKS AND CONTRACTORS ONLY THIS IS NOT A SUPPLY CATEGORY.									
35											
36						\$	-				
						\$	-				
	Organization Sub-Total					\$	-				\$
ORGANIZATION COST NARRATIVE REQUIRED FOR EACH LINE ITEM ABOVE - PLEASE EXPLAIN IN DETAIL THE POSITIONS AND DELIVERABLES. NARRATIVE WILL BE USED TO ENSURE ITEMS LISTED WILL BE COMPLETED IN THE GRANT CYCLE - ITEMS MAY NOT BE PURCHASED OUTSIDE THE ITEMS LISTED ABOVE WITHOUT A PRE-APPROVED PROJECT CHANGE REQUEST.											
Narrative HERE											
Line #	CATEGORY	EQUIPMENT DETAIL DESCRIPTION	Purchase Type	Previous Funding Type	QUANTITY	UNIT COST	TOTAL	Primary Core Capability	Secondary Core Capability	AEL Ref #	Funding Source
	Equipment	DESCRIPTION OF EQUIPMENT ACTIVITIES MUST BE DETAILED OUT (GENERAL TERMS AND INFORMATION WILL NOT BE ACCEPTED BASED UPON NON-COMPLIANCE) SEE YOUR GUIDANCE FOR DESCRIPTION OF ORGANIZATION - NO TRAVEL IN THIS CATEGORY - Must an AEL									
		EHP Required prior to procurement / See 2nd tab to determine whether your project requires EHP Screening									
37						\$	-				
38						\$	-				
39						\$	-				
40						\$	-				
	Equipment Sub-Total					\$	-				\$
EQUIPMENT COST NARRATIVE REQUIRED FOR EACH LINE ITEM ABOVE - PLEASE EXPLAIN IN DETAIL THE POSITIONS AND DELIVERABLES. NARRATIVE WILL BE USED TO ENSURE ITEMS LISTED WILL BE COMPLETED IN THE GRANT CYCLE - ITEMS MAY NOT BE PURCHASED OUTSIDE THE ITEMS LISTED ABOVE WITHOUT A PRE-APPROVED PROJECT CHANGE REQUEST.											
Narrative HERE											

Line #	CATEGORY	TRAINING DETAIL DESCRIPTION	Purchase Type	Previous Funding Type	Coordinated with the State Training Officer?	Is This Request on the TEPW?	QUANTITY	UNIT COST	Primary Core Capability	Secondary Core Capability	TOTAL	AEL Ref #
	Training	All Training in this category must be coordinated with the State/USI Training Officer. Training Must have a FEMA/DHS Course #. Must Support SPR, THIRA, Strategy (NO TRAVEL IN THIS CATEGORY) Add Course # in Description										
47			Enhance	Other Federal	Yes	Yes					\$ -	-
48			New	Other Federal	Yes	Yes					\$ -	-
49											\$ -	-
50											\$ -	-
	Training	Sub-Total									\$ -	-
TRAINING COST NARRATIVE REQUIRED FOR EACH LINE ITEM ABOVE - PLEASE EXPLAIN IN DETAIL THE POSITIONS AND DELIVERABLES. NARRATIVE WILL BE USED TO ENSURE ITEMS LISTED WILL BE COMPLETED IN THE GRANT CYCLE - ITEMS MAY NOT BE PURCHASED OUTSIDE THE ITEMS LISTED ABOVE WITHOUT A PRE-APPROVED PROJECT CHANGE REQUEST. MAY REQUIRE EHP APPROVAL PLEASE SEE SCREENING MEMO												
Narrative HERE												
	Exercise	All Exercises must be HSEEP compliant and coordinated with the State/USI Exercise Officer. Must Support the SPR, THIRA, Strategy (NO TRAVEL IN THIS CATEGORY)										
51											\$ -	-
52											\$ -	-
	Exercise	Sub-Total									\$ -	-
EXERCISE COST NARRATIVE REQUIRED FOR EACH LINE ITEM ABOVE - PLEASE EXPLAIN IN DETAIL THE POSITIONS AND DELIVERABLES. NARRATIVE WILL BE USED TO ENSURE ITEMS LISTED WILL BE COMPLETED IN THE GRANT CYCLE - ITEMS MAY NOT BE PURCHASED OUTSIDE THE ITEMS LISTED ABOVE WITHOUT A PRE-APPROVED PROJECT CHANGE REQUEST. MAY REQUIRE EHP. PLEASE SEE EHP SCREENING MEMO												
Narrative HERE												
										Budget Total Request	\$ 75,000.00	\$ 75,000.00

MEMORANDUM OF UNDERSTANDING (MOU)
Between

Washoe County Office of Emergency Management
And

**The State of Nevada, Department of Public Safety, Nevada Division of Emergency Management
and Homeland Security, also known as the Nevada State Administrative Agent For Utilizing the
Homeland Security Grant Funds**

This MOU is entered into by the State of Nevada, Department of Public Safety, Nevada Division of Emergency Management and Homeland Security, also known as the Nevada State Administrative Agent (SAA), and **Washoe County Office of Emergency Management** (hereinafter referred to as "Party" or "Parties") who agree to all provisions of this MOU. Each party further agrees that it assumes all of the duties and responsibilities assigned to that party under this MOU, and that so long as this MOU remains in effect, the party will fully perform all duties and responsibilities contained within this MOU.

DEFINITIONS

Chief means the Chief of the Nevada Division of Emergency Management.

DHS means Federal Department of Homeland Security.

Eligible Party/Parties means all jurisdictions in the State of Nevada eligible to apply for the Homeland Security Grant through the general application process or the de-obligation process, which include Local, State, Tribal Nations and Non-Profit Organizations.

FEMA means Federal Emergency Management Agency.

FOA means Funding Opportunity Announcement.

HS GP means Homeland Security Grant Program.

HSWG means the Homeland Security Working Group.

NCHS means Nevada Commission on Homeland Security.

NDEM means the Nevada Division of Emergency Management and Homeland Security.

SAA means State Administrative Agency/Agent.

SHSP means the State Homeland Security Program.

AUTHORITY

This MOU is authorized under the State of Nevada Chapter 239C, Titles 2 and 44 of the Code of Federal Regulations, and the Funding Opportunity Announcement (FOA).

PURPOSE

This MOU sets forth responsibilities with respect to the pass through grant funds of the Homeland Security Grant Program (HSGP). In order to be compliant with the Federal Emergency Management Agency (FEMA) and the Federal Department of Homeland Security (DHS), the Parties, must agree to the grant pass-through requirements set forth in each year's grant guidance and agree to the recommendations of the Homeland Security Working Group (HSWG), Nevada Homeland Security Finance Committee (Finance Committee), the Nevada Commission on Homeland Security (NCHS), and the SAA.

The FOA provides that each State may retain more than 20% of the SHSP funding with written consent of the local unit of government for expenditures made by the State on behalf of the local unit of government.

Consent to this MOU is a condition of receiving HSGP funding.

ATTACHMENTS

Attachment "A" incorporated herein contains the Federal DHS' Core Capabilities which are a requirement for the purposes of HSGP grant funding. All projects must align with the core capabilities and the target capabilities and must have the necessary relationship deemed compliant by the SAA and/or FEMA DHS.

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 re-obligate grant funding within the scope of the approved Investment Justification. In the event that the SAA re-obligates time sensitive funding, the re-obligation of funds will be placed as an informational item on the agenda of the next regularly scheduled meeting of the NCHS.

RESPONSIBILITIES

- A. The State of Nevada, through the Division of Emergency Management and Homeland Security, is responsible for the following:
 - 1. The management and administration of the HSGP grant program.
 - 2. The final allocation and grant awards of the HSGP grant program.
 - 3. Re-obligation of de-obligated funding through the NCHS approved re-obligation guidelines.

4. The reimbursements of the HSGP grant program.
5. The federal reporting of the HSGP grant program.
6. Technical Assistance of the HSGP grant program
7. Provide facilitation of and administrative support to the NCHS, NCHS Finance Committee and the HSWG.

B. **The Washoe County Office of Emergency Management**, as an eligible party, agrees to the following:

1. The pass through requirement set forth in each year's grant guidance and/or FOA and agrees to the recommendation of the HSWG, Finance Committee, the NCHS and the SAA's recommendations on grant funding allocation, which may permit the State of Nevada to retain more that the allotted 20%.
2. That any and all items purchased for HSGP grant funds become an asset of the HSGP grant program and each jurisdiction may be required to share grant funded assets with other city, state, local, tribal, nonprofit and private sector organizations which include deploying assets to states other than Nevada.
3. Compliance with the Federal and State Assurances.
4. Compliance with each year's grant guidance or funding opportunity announcement.
5. Compliance with the re-obligation guidelines.
6. Compliance with all applicable Federal Code of Regulations.
7. Compliance with all applicable Nevada Revised Statutes.
8. Compliance with the Grant Management Guide and all revisions.
9. Compliance with Grants Service Administration (GSA).

EFFECTIVE DATE

The terms of this MOU will become effective on the date of final signature by the Eligible Parties to this MOU. The HSGP grant years will include the Federal Fiscal Year 2018.

MODIFICATION AND AMENDMENT

- A. Any provision of this MOU later found to be in conflict with state law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this MOU, and the remainder of the MOU shall remain in full force.
- B. This MOU may be modified or amended only with the prior written agreement of the Parties.
- C. This MOU is the full and complete agreement between the undersigned Parties, and supersedes any prior MOU for this same purpose between the Parties, written or oral.
- D. This MOU may be executed in several counterparts, each of which is shall be deemed to be original, but all of which, taken together, shall constitute one and the same MOU.

IN WITNESS WHEREOF, the Parties hereto have approved this MOU:

Caleb S. Cage 9/27/2018
Caleb S. Cage, Chief Date

The State of Nevada,
Department of Public Safety
Nevada Division of Emergency Management and Homeland Security
Nevada State Administrative Agent

And

Aaron Kenneston, Emergency Manager Date
Signature of Signing Authority

ATTACHMENT "A"
Nevada Commission on Homeland Security
Priorities Selection List

Core Capability Evaluation and Ranking		
Mission	Core Capability	
ALL MISSION AREAS	Community Planning	
	Public Information and Warning	
	Operational Coordination	
	PREVENTION	Forensics and Attribution
		Intelligence Information and Sharing
		Interdiction and Disruption
		Search and Detection
	PROTECTION	Access Control and Identity Verification
		Cybersecurity
		Intelligence Information and Sharing
		Interdiction and Disruption
		Physical Protective Measures
		Risk Management
		Protective Screening and Detection
		Supply Chain Integrity and Security
	MITIGATION	Community Resilience Facilitation
		Long-Term Vulnerability Reduction
		Risk and Disaster Resilience Assessment
		Threat and Hazard Identification
	RESPONSE	Critical Transportation
		Environmental Health and Safety
		Fatality Management Services
		Infrastructure Systems
		Mass Care Services
		Mass Search and Rescue Operations
		On Scene Security and Protection
		Critical Communications
		Public and Private Services and Resources
		Public Health and Medical Services
		Situational Assessment
	RECOVERY	Economic Recovery
		Health and Social Services
		Housing
		Infrastructure Systems
Natural and Cultural Resources Recovery		



Standard Assurances for Nevada Division of Emergency Management's (DEM) Federal Grant Programs

APPLICANT:

As the duly authorized representative of the Applicant, I , hereby certify that the Applicant has the legal authority to apply for federal grant assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of the project cost) to ensure proper planning, management, and completion of the described project ("Project") within the period of performance.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all of the following requirements:

- Applicable Federal Laws, Regulations, and Guidelines (government cost principles, uniform administrative requirements and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>);
- Notice of Funding Opportunity (NOFO);
- Applicable Nevada Statutes, Regulations, and Policies;
- Nevada Department of Public Safety, Division of Emergency Management, Grant Management Guide.

In addition to the above listed requirements, the Applicant hereby agrees to comply with the following provisions of this Agreement:

1. WRITTEN AUTHORIZATION

The Applicant shall obtain a written authorization from its governing body in support of the Project, which specifies that the Applicant agrees:

- a. To designate the authorized representative with the authority to bind the governing body;
- b. To provide all matching funds required for the Project;
- c. That any liability arising out of the performance of the Project and assurances will be the responsibility of the Applicant; and
- d. Grant funds shall not be used to supplant expenditures controlled by the Applicant or its governing body.

2. ACCESS TO RECORDS

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

3. PERIOD OF PERFORMANCE

The period of performance for each grant award will be determined by the Division of Emergency Management ("DEM") based upon the deadlines imposed on DEM by the terms of the federal grant. All work on the Project must be completed within the period of performance specified in the grant. DEM will periodically review the expenditures of the grant to ensure sufficient progress is made on the Project. If DEM determines that the Project will not be completed within the period of performance, DEM will terminate the grant and re-obligate the funding to other projects.

4. FUNDING RESTRICTIONS

Federal funds made available through an award may be used only for the purpose outlined in the award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other Federal award, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal Government or any other government entity.

5. LOBBYING AND POLITICAL ACTIVITIES

The Applicant must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal.

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

6. DEBARMENT AND SUSPENSION

The Applicant is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. §200.212, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

The Applicant 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." Proof of debarment search must be provided to DEM.

7. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- a. Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- b. Title IX of the Education Amendments of 1972, (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- c. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794), which prohibits discrimination against those with disabilities or access and functional needs;
- d. Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213.);
- e. Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- f. Public Health Service Act of 1912 (42 U.S.C. §§ 290), relating to confidentiality of patient records regarding substance abuse treatment;
- g. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 *et seq.*), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- h. Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government

- business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;
- i. Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- j. DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- k. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- l. The requirements of any other nondiscrimination statute(s) which may apply to the application.

8. DRUG FREE WORKPLACE

The Applicant must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 701 *et seq.*), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

9. ENVIRONMENTAL PROTECTIONS

The Applicant will comply with environmental standards which may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 *et seq.*);
- f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 *et seq.*);
- g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205);
- h. Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system;
- i. The all sub-grantees will follow the Environmental Historical Protection (EHP) requirements set forth by the Federal granting agency. The sub-grantee will not undertake any project having the potential to impact 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. Please see the link provided for Information Bulletin (IB) 371 Environmental Historical Review Process http://www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.docx

10. PREPAREDNESS FUNDING

The Applicant will comply with the Federal Granting Agency 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.

The Applicant may not use future year preparedness grant funding to pay for additional agreements and user fees, please refer to Information Bulletin (IB) 336 & 379. 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. (if applicable); and
 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 Management & Administration (M&A) related (grants management equipment).

11. FEDERAL EMERGENCY MANAGEMENT GRANT PROGRAM DIRECTORATE INFORMATION BULLETINS

The Grant Programs Directorate (GPD) Information Bulletins (IBs) section provides access to GPD IBs released since 2012. IBs provide stakeholders with administrative instructions and guidelines critical to supporting the effectiveness and efficient delivery of FEMA Grant Programs. The Applicant will comply with all GPD IBs. <https://www.fema.gov/grant-programs-directorate-information-bulletins>

12. CONFLICTS OF INTEREST

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

13. AUDITS

The Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements, if Applicant expends \$750,000 or more in federal grant funds annually,

The Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

14. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

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.

In order to be eligible to receive grant funding, the Applicant 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/>

15. INTERGOVERNMENTAL PERSONNEL ACT

The Applicant will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

16. HUMAN TRAFFICKING

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a sub-recipient from: (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect, (2) Procuring a commercial sex act during the period of time that the award is in effect, or (3) Using forced labor in the performance of the award or subawards under the award.

17. CONSTRUCTION PROJECTS

For construction projects, the Applicant will:

- a. Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;

- b. Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- c. Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

18. LABOR STANDARDS

The Applicant will comply with the following federal labor standards:

- a. The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts; and
- b. The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

19. WORKER COMPENSATION

The Applicant will comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Project, as per the workers compensation laws set forth in NRS 616A, NRS 616B, NRS 616C, NRS 616D, and NRS 617.

20. REAL PROPERTY

If applicable to the type of project funded by this federal award, the Applicant will:

- a. Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- b. Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- c. Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 *et seq.*); and
- d. Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

21. CONTROLLED EQUIPMENT AND EQUIPMENT MANAGEMENT

The Applicant is subject to compliance with Information Bulletin(s) (IB) 407, 407a, and 414. Applicant is also subject to EO 13688, Federal Support for Local Law Enforcement Equipment Acquisition issued January 16, 2015, and the recommendations pursuant to the EO 13688, which collectively establishes a Prohibited Equipment List and Controlled Equipment List and identified actions necessary to improve Federal support for the appropriate acquisition, use, and transfer of controlled equipment by state, local, tribal, territorial, and private grant recipients. The Applicant must adhere to IB 407 and must follow the established pre-approval processes in place per this guidance.

Effective control and accountability must be maintained for all equipment acquired with Federal funds. The Applicant must adequately safeguard all such equipment and must assure that it is used solely for authorized purposes as described in the guidance. The Applicant will use, manage, and dispose of such property in accordance with 2 CFR Part 200.

22. DUPLICATION OF BENEFITS

The Applicant acknowledges that any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E, may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

23. NEVADA PUBLIC RECORDS ACT AND THE FREEDOM OF INFORMATION ACT

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the Nevada Public Records Law, contained in Chapter 239 of the Nevada Revised Statutes.

24. HUMAN SUBJECTS

The Applicant will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

25. SAFECOM

The Applicant will comply with the SAFECOM Guidance for Emergency Communication Grants.

26. WHISTLEBLOWER PROTECTION ACT

The Applicant will comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

27. USE OF DHS SEAL, LOGO AND FLAGS

The Applicant will obtain permission from their financial assistance office, prior to using the Department of Homeland Security (DHS) seal(s), logos, crests or reproductions of flags or likenesses of the DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

28. USA PATRIOT ACT OF 2001

The Applicant will comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act).

29. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT (SAM)

The Applicant will comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

30. TERRORIST FINANCING

The Applicant will comply with EO 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Applicant to ensure compliance with the EO and related laws.

31. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

The Applicant understands and acknowledges that in order to sub-subaward grant funding, written permission must be granted by DEM in advance of the sub-subaward.

The Applicant will comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

32. PATENTS AND INTELLECTUAL PROPERTY RIGHTS

Unless otherwise provided by law, the Applicant is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. §§ 200 *et seq.* The Applicant is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

33. NOTICE OF FUNDING OPPORTUNITY REQUIREMENTS

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. The Applicant will comply with any such requirements set forth in the program NOFO.

34. NON-SUPPLANTING REQUIREMENT

The Applicant acknowledges that supplanting is prohibited by law and will ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

35. HOTEL AND MOTEL FIRE SAFETY ACT OF 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. § 2225.

36. AMERICA ACT OF 1974

The Applicant will comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

37. BEST PRACTICES FOR COLLECTION AND USE OF PERSONALLY IDENTIFIABLE INFORMATION (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. The Applicant will have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicants may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

38. ACTIVITIES CONDUCTED ABROAD

The Applicant will ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

39. ACKNOWLEDGMENT OF FEDERAL FUNDING FROM DHS

The Applicant must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

40. FEDERAL LEADERSHIP ON REDUCING TEXT MESSAGING WHILE DRIVING

The Applicant is encouraged to adopt and enforce policies that ban text messaging while driving as described in EO 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

41. FEDERAL DEBT STATUS

The Applicant is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

42. FALSE CLAIMS ACT AND PROGRAM FRAUD CIVIL REMEDIES

The Applicant will comply with the requirements of 31 U.S.C. §§ 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which detail the administrative remedies for false claims and statements made.)

43. ENERGY POLICY AND CONSERVATION ACT

The Applicant will comply with the requirements of 42 U.S.C. § 6201 which contains policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

44. DUPLICATION OF BENEFITS

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the Applicant from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

45. DRUG-FREE WORKPLACE REGULATIONS

The Applicant will comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 701 *et seq.*), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

46. COPYRIGHT

The Applicant will affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

47. OWNERSHIP OF INFORMATION

Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the Applicant in the performance of its obligations under this grant shall follow 2 CFR Appendix A Part 220 and 2 CFR 200.315. All publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the Applicant in the performance of its obligations under this grant shall be provided to the State of Nevada for review and archival in the grant file.

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.” (example only applies to Homeland Security Grant Program grants, for other grants please see DEM). In order to be reimbursable, all items above must be approved prior to procurement. Federal granting agency retains ownership of all publications, inventions, patents, photographs, negatives, books, drawings, records, documents or other material prepared by the sub-grantee in the performance of its obligations to the grant.

48. SUBGRANTEE MONITORING

The Applicant 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.

49. ASSIGNMENT AND DELEGATION

The Applicant 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 written approval of DEM.

50. INDEMNIFICATION AND DEFENSE

To the fullest extent permitted by law, the Applicant shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Applicant under this Agreement, or any alleged negligent or willful acts or omissions of the Applicant, its officers, employees and agents. The Applicant's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. The Applicant waives any rights of subrogation against the State. The Applicant's duty to defend begins when the State requests defense of any claim arising from this Agreement.

51. TERMINATION

The DEM retains the right to terminate a 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 described in the project description of the grant award. The sub-grantee shall be liable to the DEM for any excess costs incurred by the DEM in procuring equivalent materials or services in substitution for materials or services described in the project description of the grant award.**

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

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

Investment #7

Investment Information - Investment #7

II.A Investment Name: IJ #7Continuity of Operations

II.B Investment Type: Competitive

I. Overview - Investment # 7

II.C - What is the funding source for this investment:

Funding Source	Funding Amount
SHSP	\$225,000.00

II.D - Is this the consolidated Fusion Center Investment? No

II.E - How much of this Investment will be obligated towards Law Enforcement Terrorism Prevention Activities (LETPA): \$0.00

II.F - Investment Description:

This is an investment to create, and in some cases refine, continuity of operations (COOP) and continuity of government (COG) plans throughout Nevada. Capability gap assessments and the State Homeland Security Commission identified the lack, or level of sophistication, of COOP/COG plans as a weakness in Nevada. These plans are directed by Homeland Security Presidential Directive (HSPD)-20. They are a Target Capability of the planning, respond, communications, and recover missions. They are a Government Accounting Office (GAO) best practice, and a component of the Emergency Management Accreditation Program (EMAP) as well as the National Fire Protection Association (NFPA)- 1600. This investment continues sustainment efforts and enhances a statewide project to ensure that key governmental functions can continue when faced with a terrorist attack, or any hazard that disrupts normal operations. The project develops plans for Counties, Cities, and Tribes throughout Nevada. Included also are the State's largest law enforcement agency, Las Vegas Metropolitan Police, as well as Universities. At the completion of this project over 30 major jurisdictions will have completed continuity of operations and continuity of government plans. The project includes efforts to ensure that participants are trained to update plans, have access to planning tools, and refine continuity plans in the State of Nevada. This investment will focus on sustainment efforts in Northern and Southern Nevada and add the Eastern Nevada population center of Elko County, as well as the University of Las Vegas, Nevada plans. Again, this project aligns with both the State Homeland Security Strategy and the Las Vegas Urban Area Strategy, as well as the Operational Coordination core capability and State Homeland Security Commission priority. This project addresses all five mission areas, and will allow Nevada to strengthen and enhance COOP plans and planning processes.

II. Project Management - Investment # 7

II.C - What is the funding source for this investment:

Funding Source	Funding Amount
SHSP	\$225,000.00

All of the requested funding must be associated with specific projects.

Project # 1

Project Information - Project # 1

Project Name: Statewide Continuity of Operations (COOP) and Continuity of Government (COG)

Project Description: This is an investment to create, and in some cases refine, continuity of operations (COOP) and continuity of government (COG) plans throughout Nevada. Capability gap assessments and the State Homeland Security Commission identified the lack, or level of sophistication, of COOP/COG plans as a weakness in Nevada. These plans are directed by Homeland Security Presidential Directive (HSPD)-20. They are a Target Capability of the planning, respond, communications, and recover missions. They are a Government Accounting Office (GAO) best practice, and a component of the Emergency Management Accreditation Program (EMAP) as well as the National Fire Protection Association (NFPA)- 1600. This investment continues sustainment efforts and enhances a statewide project to ensure that key governmental functions can continue when faced with a terrorist attack, or any hazard that disrupts normal operations. The project develops plans for Counties, Cities, and Tribes throughout Nevada. Included also are the State's largest law enforcement agency, Las Vegas Metropolitan Police, as well as Universities. At the completion of this project over 30 major jurisdictions will have completed continuity of operations and continuity of government plans. The project includes efforts to ensure that participants are trained to update plans, have access to planning tools, and refine continuity plans in the State of Nevada. This investment will focus on sustainment efforts in Northern and Southern Nevada and add the Eastern Nevada population center of Elko County, as well as the University of Las Vegas, Nevada plans. Again, this project aligns with both the State Homeland Security Strategy and the Las Vegas Urban Area Strategy, as well as the Operational Coordination core capability and State Homeland Security Commission priority. This project addresses all five mission areas, and will allow Nevada to strengthen and enhance COOP plans and planning processes. This investment is directly related to the top threats and hazards identified in the 2017 THIRA. These include terrorism, and All-Hazards that affect Nevada (THIRA p. 4-6). Each of these hazards have desired outcomes identified in the THIRA that rely on functioning governmental, and private sector, agencies to respond and lead recovery efforts. This investment has been a priority of Nevada's Commission on Homeland Security since the initial Target Capability Assessment, dated October 2009, the statewide summary level of preparedness for these plans was rated medium-low on the FEMA rating scale. The Nevada State Homeland Security Strategy places COOP/COG planning as an area of focus and it has remained a stated goal of the Homeland Security Working Group and the Commission. The plans are directly aligned with the goals of critical infrastructure protection, communications, and public safety. The COOP/COG plans are a key component of the National Incident Management System (NIMS) compliance. The Statewide initiative involves members of the State's fusion centers as well. This project is key to ensuring the continued functioning of these agencies- succession of command, vital records, human capital, and alternate facilities (THIRA p. 6-64 & SPR p. 2-6).

Funding Amount: \$225,000.00

Subgrantee: Washoe County Emergency Management

Grantee Type: Local Jurisdiction / Entity

Project Location: 89512

III.A - Project Alignment to Core Capability and Solution Areas - Project # 1

Primary Core Capability: Planning

Capability Building: Sustain

Deployable: Yes

Shareable: Yes

Solution Area	Amount of Proposed Funding	Percent of Proposed Funding
Planning	\$200,000.00	88.89%
Organization	\$0.00	0%
Equipment	\$0.00	0%
Training	\$25,000.00	11.11%
Exercises	\$0.00	0%
Total	\$225,000.00	100%

III.B - Project Baseline and Management - Project # 1

Project Management Step: Plan

Project Start Date: OCTOBER 2018

Project End Date: SEPTEMBER 2020

Does this project require new construction, renovation, retrofitting or modifications of existing structure? No

Supports Previous Awarded Investment? Yes

Prior Year	Investment	Last Completed Milestone
2017	Statewide NIMS - State NIMS, Tribal, HSWG, COOP, Public Warning - SHSP	Implement Plan

(End of Investment # 7.)