

Item # 41F

**City of Carson City
Agenda Report**

Date Submitted: 7/10/07

Agenda Date Requested: 7/19/07

Time Requested: Consent Agenda

To: Mayor and Supervisors

From: Carson City Sheriff's Office

Subject Title: Action to approve the acceptance of Project No. 97004HS5 State Homeland Security grant in the amount of \$28,200.

Staff Summary: The Department of Homeland Security has awarded the Carson City Sheriff's Office with funding that will provide for the purchase of additional ballistic vests and tactical equipment.

Type of Action Requested: (check one)

☐ Resolution

☐ Ordinance

☒ Formal Action/Motion

☐ Other (Specify)

Does This Action Require A Business Impact Statement: ☐ Yes ☒ No

Recommended Board Action: I move to approve the acceptance of Project No. 97004HS5 State Homeland Security grant in the amount of \$28,200.

Explanation for Recommended Board Action: The Carson City Sheriff's Office SWAT Team is highly skilled, trained and disciplined to deploy to any crisis and neutralize any genuine threat within Carson City. The team may also provide support to other neighboring jurisdictions. Maintaining and purchasing SWAT equipment is costly, and not supported within the current budget. The equipment will provide maximum safety to the public, and enhance the safety of officers engaging in any high-risk mission. Equipping the SWAT team with ballistic armament is essential when executing high-risk missions to keep the officers safe from opposing gunfire or other dangerous weapons. Safety is paramount in performing any high-risk mission that SWAT is deployed to handle. Basic SWAT ballistic entry vests with accouterments will provide for a greater level of protection for SWAT officers entering a violent threat zone.

This grant a supplemental award based on the original grant received in June 2007.

Applicable Statute, Code, Policy, Rule or Regulation: N/A

Fiscal Impact: There is no financial impact to the city as this is a no-match grant and includes the costs of all outlined equipment. Equipment has no on-going maintenance costs.

Explanation of Impact: See above

Funding Source: The funds for this project have been obtained through the State of Nevada,

Department of Public Safety, Division of Emergency Management.

Alternatives: No participation in the grant

Supporting Material: Grant Award and application, which includes a full description of the project.

Prepared By: Kathie Heath, Business Manager

Reviewed By:

(Department Head)

(City Manager)

(District Attorney)

(Finance Director)

Date:

Date:

Date:

Date:

Board Action Taken:

Motion:

1)

2)

Aye/Nay

(Vote Recorded By)

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

07

Grant Award	
SUBGRANTEE: Carson City Sheriffs Office ADDRESS: 901 East Musser Street Carson City, Nevada 89701	PROJECT NO: 97004HS5
PROJECT TITLE: DHS/2005 State Homeland Security Grant Program SUPPLEMENTAL AWARD	FEDERAL GRANT FUNDS: \$28,200.00 MATCHING FUNDS:
GRANT PERIOD: 07/01/2007 - 10/31/2007	TOTAL: \$28,200.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Personnel		
Consultants/Contracts		
Travel		
Supplies/Operating		
Equipment		\$28,200.00
Training		
TOTAL		\$28,200.00

This award is subject to the requirements (federal, program and financial assurances) established by the federal government and Division of Emergency Management, Nevada Department of Public Safety. 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).

AGENCY APPROVAL		SUBGRANTEE ACCEPTANCE	
Frank S. Siracusa, Chief Name and Title of Appointing Official		Ken Furlong, Sheriff Name and Title of Appointing Official	
X	<i>[Signature]</i>	X	<i>[Signature]</i>
Signature of Approving Official	Date: 6-29-07	Signature of Approving Official	Date:

Form: OEM-001

CONFIRMATION COPY

Equipment Purpose

The problem simply is that the budget allocated to our SWAT team is limited and is used to maintain current systems and not allow for the purchasing of new equipment. The systems requested with this grant are the standard in safety for SWAT and would supplement our current systems.

It is a goal for the Carson SWAT team to reach this Type 2 certification. Type 2 certification is identified by using the national standards set by the National Incident Management System (NIMS) and Federal Emergency Management Agency (FEMA).

This equipment is set by the standards used describe SWAT teams by Type 1, 2 and 3. Type 1 being a full time SWAT team that is the most prepared with personnel and equipment. Type 2 describes part time with a standard level of equipment to handle increased calls for service both with personnel and equipment. We are currently a Type 3 team.

In 2006 Carson SWAT served a high risk drug warrant where SWAT operators were attacked by a pit-bull (K9). Deputies were forced to discharge an MP5 at the dog. The sound of this firearm discharged in a closed area will cause damage to hearing.

During this same warrant service a male subject inside was armed with a semi automatic handgun. This subject reached for the weapon and was close to being shot. He eventually followed commands and was forced to the ground. By deploying the 40mm less than lethal ammo the decision for this suspect to comply could have been assisted.

From January 1, 2005 to April 19, 2007 there have been 5 injuries that were treated and released as minor injuries on calls for service and trainings. These have included an operator shot in the arm, partial finger amputation and the remaining were light bruises and lacerations.

Our body armor that offers increased protection during these high risk details has reached the five year mark. This is the time when the manufacturer will no longer certify the ballistic protection (bullet proof) of the vest. This grant will allow the Carson SWAT team to replace their expired vests with vest with increased protection and certification.

The acquisition of this equipment will be used to respond and assist outside agency needs, such as Homeland security when the need arises. This equipment will be used to protect and create a more a dynamic team; allowing us the versatility of engaging a broader spectrum of threatens in the state Capital, which includes our legislative body. Future involvement will also include multi-jurisdictional response, which will provide our specialty equipment and personnel a greater advantage in responding to Homeland security guidelines for the increase in threatens to our citizens.

FEDERAL ASSURANCES

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

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

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

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

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

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

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

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

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

FEDERAL CERTIFICATIONS

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

1. LOBBYING

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Department of Homeland Security. Notice shall include the identification number(s) of each affected grant;

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

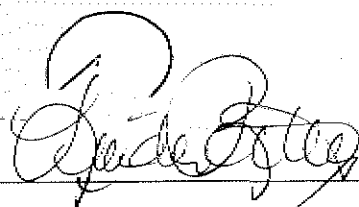
(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

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

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

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

NAME: LINDA Ritter TITLE: City Manager

SIGNATURE:  DATE: 7/3/07

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

DIVISION OF EMERGENCY MANAGEMENT FINANCIAL ASSURANCES

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

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

10. NIMS compliance see attached appendix A

NAME: LINDA RITTER TITLE: City Manager

SIGNATURE:  DATE: 7/3/07

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

DIVISION OF EMERGENCY MANAGEMENT PROGRAM ASSURANCES

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

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

NAME: LINDA RITTER TITLE: CITY Manager

SIGNATURE:  DATE: 7/3/07

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

**DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT**

LINE #	DISCIPLINE	ENTITY	PRIORITY	EQUIPMENT (Equip) TRAINING (TR) PLANNING (PLN) EXERCISE (EX)	ITEM	QTY	UNIT COST	TOTAL COST	Api list
1		CCSO		EQUIPMENT	HORNET BODY ARMOR	5	\$1,762.60	\$8,813.00	
2		CCSO		EQUIPMENT	BALISTIC PLATES (5 FRONT, 13 REAR)	18	\$387.00	\$6,966.00	
3		CCSO		EQUIPMENT	SIDE PLATES (SET)	5	\$185.00	\$925.00	
4		CCSO		EQUIPMENT	BALISTIC FOREARM (SET)	5	\$238.95	\$1,179.75	
5		CCSO		EQUIPMENT	BALISTIC LOWER BACK	13	\$145.95	\$1,897.35	
6		CCSO		EQUIPMENT	SHIPPING (DIAMOND BAG) APPROX	1	\$150.00	\$150.00	
7		CCSO		EQUIPMENT	MOLLE GEAR (CTD) EACH OPERATOR	5	\$103.73	\$518.65	
8		CCSO		EQUIPMENT	SHIPPING (CCTD) APPROX	1	\$26.00	\$26.00	
9		CCSO		EQUIPMENT	MOLLE GEAR (CAPTAIN DAVE) EACH OPERATOR	5	\$56.85	\$284.25	
10		CCSO		EQUIPMENT	SHIPPING (CAPTAIN DAVE) APPROX	1	\$47.72	\$47.72	
11		CCSO		EQUIPMENT	BALISTIC FACE SHIELDS	13	\$365.95	\$4,757.35	
12		CCSO		EQUIPMENT	BALISTIC SHIN GUARDS	1	\$504.95	\$3,534.64	
13									
14									
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23									
TOTAL								\$28,199.71	