

Item # 4-3B

City of Carson City
Agenda Report

Date Submitted: 08/28/07

Agenda Date Requested: 09/06/07

Time Requested: Consent

To: Mayor and Supervisors

From: Fire Department

Subject Title: Action to adopt Resolution No. _____, A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL CONTRACT PROVIDING FOR CARSON CITY TO PASS THROUGH THE FY-08 UNITED WE STAND GRANT FUNDS TO WESTERN NEVADA COLLEGE FOR THE PURCHASE AND INSTALLATION OF A CAMPUS-WIDE AUDIBLE WARNING SYSTEM AND OTHER MATTERS PROPERLY RELATED THERETO

Staff Summary: The Carson City Fire Department, through the City's Local Emergency Planning Committee, applied for and was awarded a United We Stand Grant in the amount of \$30,000 for the purpose of improving infrastructure protection and mitigation and reducing the risk of a terrorist attack to the Western Nevada College (WNC). The grant funds are to be used to purchase a campus-wide warning and evacuation system for WNC, including sirens, strobes, speakers, and associated components; UHF radio hardware and associated components; and installation hardware.

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 adopt Resolution No. _____, A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL CONTRACT PROVIDING FOR CARSON CITY TO PASS THROUGH THE FY-08 UNITED WE STAND GRANT FUNDS TO WESTERN NEVADA COLLEGE FOR THE PURCHASE AND INSTALLATION OF A CAMPUS-WIDE AUDIBLE WARNING SYSTEM AND OTHER MATTERS PROPERLY RELATED THERETO.

Explanation for Recommended Board Action: These grant funds were requested on behalf of Western Nevada College as the college is an open campus, with the potential for numerous threats that pose problems from an infrastructure protection standpoint. Chemical labs, law enforcement study material, and close proximity to a substantial residential population make the WNC facility vulnerable. As the total grant monies were awarded to purchase equipment for the college, an interlocal contract is necessary naming WNC as a subrecipient of the funds awarded to the City. In Carson City's disaster plan, WNC can be utilized as a shelter or evacuation center. This warning/communications system will enhance that ability.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 277.180

Fiscal Impact: No fiscal impact.

Explanation of Impact: N/A

Funding Source: Grant from the State Emergency Response Commission

Alternatives: Refuse the grant funding and have WNC find alternative methods of funding.

Supporting Material: Interlocal Contract between City of Carson City and Western Nevada College and United We Stand Grant Award (08-UWS-01-01)

Prepared By: R. Stacey Giomi, Fire Chief

Reviewed By:

Randy S. Johnson
(Department Head)

Date: 8/28/07

Al Butler
(City Manager)

Date: 8-28-07

Melanie Ruketta
(District Attorney)

Date: 8-28-07

Steve Johnson
(Finance Director)

Date: 8/28/7

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

RESOLUTION NO. _____

**A RESOLUTION ADOPTING AND APPROVING AN
INTERLOCAL CONTRACT PROVIDING FOR
CARSON CITY TO PASS THROUGH THE FY-08
UNITED WE STAND GRANT FUNDS TO WESTERN
NEVADA COLLEGE FOR THE PURCHASE AND
INSTALLATION OF A CAMPUS-WIDE AUDIBLE
WARNING SYSTEM AND OTHER MATTERS
PROPERLY RELATED THERETO**

WHEREAS, pursuant to NRS 277.180, any one or more public agencies may enter into interlocal contracts with any one or more other public agencies for the performance of any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, Carson City is a political subdivision of the State of Nevada and the Board of Regents of the Nevada System of Higher Education is an agency of the State of Nevada and Western Nevada College is a part of that agency; and

WHEREAS, NRS 277.180 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 Interlocal Contract for Providing for Carson City to Pass Through the FY-08 United We Stand Grant Funds to Western Nevada College for the Purchase and Installation of a Campus-Wide Audible Warning System desire to adopt and approve such contract as required by NRS 277.180. 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 Interlocal Contract for Providing for Carson City to Pass Through the FY-08 United We Stand Grant Funds to Western Nevada College for the Purchase and Installation of a Campus-Wide Audible Warning System are hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Interlocal Contract for Providing for Carson City to Pass Through the FY-08 United We Stand Grant Funds to Western Nevada College for the Purchase and Installation of a Campus-Wide Audible Warning

System 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 Western Nevada College.

Upon motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted this _____ day of _____, 2007 by the following vote:

AYES: _____ NAYS: _____

ABSENT: _____ ABSTAIN: _____

Marv Teixeira, Mayor
Carson City, Nevada

ATTEST:

Alan Glover, Clerk
Carson City, Nevada

**AN INTERLOCAL CONTRACT PROVIDING FOR CARSON
CITY TO PASS THROUGH THE FY-08 UNITED WE STAND
GRANT FUNDS TO WESTERN NEVADA COLLEGE FOR THE
PURCHASE AND INSTALLATION OF A CAMPUS-WIDE
AUDIBLE WARNING SYSTEM AND OTHER MATTERS
PROPERLY RELATED THERETO**

WHEREAS, the **CITY OF CARSON CITY** (hereinafter referred to as the "City"), through its Local Emergency Planning Committee, has applied for and received funds through the State Emergency Response Commission (hereinafter referred to as the "SERC") under the **FY-08 UNITED WE STAND (UWS) GRANT PROGRAM** (hereinafter referred to as the "Program"); and

WHEREAS, the **WESTERN NEVADA COLLEGE** (hereinafter referred to as the "Subrecipient"), an institution in the Nevada system of higher education, is a committed participant in the Program and funds totaling \$30,000.00 are designated within the City grants to support the Subrecipient's initiatives; and

WHEREAS, the objective of this Contract is to facilitate the pass-through of the designated funds from the City to the Subrecipient, with such funds being defined in Exhibit "A" - Schedule of Western Nevada College Program Funds; and

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

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE COMMITMENTS CONTAINED HEREIN, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Both parties understand and agree that state funding provided through the FY-08 UNITED WE STAND GRANT PROGRAM is provided via the SERC on a reimbursement basis, and such reimbursement is contingent upon Subrecipient's adherence to all applicable state grant program guidelines and project scope of work. The Subrecipient is responsible for advanced expenditures and agrees to use the designated Program funds to support the purchase of equipment and its installation as identified in Exhibit "A" - Schedule of Western Nevada College Program Funds, attached hereto and incorporated herein as if fully set forth.
2. All assets acquired by the Subrecipient with the transferred funds are the permanent property of the Subrecipient. The Subrecipient shall assume all fiscal responsibility for the continuing maintenance costs, repair costs, replacement costs, and applicable user fees of all assets; and the Subrecipient shall assume audit accountability of all assets and transferred funds.

3. Subrecipient will provide the City with documentation supporting all periodic reporting and audit requests, including those items identified in Exhibit "B" - City of Carson City Program Assurances.
4. Regardless of any termination of this Contract, Subrecipient shall comply with all state laws and regulations associated with the receipt of funds through the Program.
5. It is specifically understood and agreed by both parties that any changes to the use of funds and/or scope of work funded by the Program must be requested, in advance, by the City and such changes are approved or denied by the SERC.
6. This Contract shall take effect on the date of execution and shall continue in force and effect until terminated as delineated below:
 - a. The terms of this Contract shall be completed by **June 30, 2008**.
 - b. This Contract can be terminated by either party, for any reason, with written notice of at least 60 days.
7. Subrecipient may not assign this Contract in whole or in part, nor any right, duty, or obligation provided herein, without the express written consent of the City. The rights and liabilities set forth herein shall inure to the benefit and bind successors and assigns of the parties to this Contract, but shall not inure to the benefit of any third party or person.
8. To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, Subrecipient agrees to defend, indemnify, protect, save, and hold harmless the City and its agents, directors, officers, employees, and its successors and assigns from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs, and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed in, asserted against, incurred, or suffered by such indemnified party or its agents, directors, officers, or employees, or its successors or assigns by reason of damage, loss, or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of any of the provisions of this Contract.
9. The parties have each carefully reviewed this Contract and have agreed to each term of this Contract. No ambiguity shall be presumed to be construed against either party.
10. This Contract embodies the entire agreement of the parties concerning the subject matter herein described, and no other understanding whether verbal, written, or otherwise exists between the parties. This Contract may be amended solely by means of written amendment signed by both parties.

11. Termination of participation or cancellation of this Contract pursuant to the provisions set forth above and any other communications required during administration of this Contract shall be issued in the following manner:

TO SUBRECIPIENT: Brian Crowe, Environmental Health & Safety Coordinator
Western Nevada College
2201 W. College Parkway
Carson City, NV 89701

TO CITY: R. Stacey Giomi, Fire Chief/Emergency Management Director
Carson City Fire Department
777 S. Stewart St.
Carson City, NV 89701

IN WITNESS WHEREOF, the parties have approved this Contract on this _____ day of _____, 2007, and their authorized officers have affixed their names hereto.

CITY OF CARSON CITY

By: _____
Marv Teixeira, Mayor Date

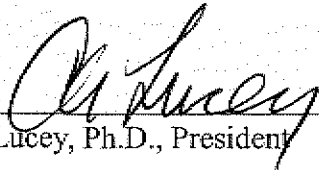
APPROVED AS TO FORM:

Neil Rombardo, District Attorney Date

ATTEST:

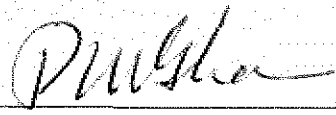
Alan Glover, City Clerk Date

BOARD OF REGENTS OF THE NEVADA
SYSTEM OF HIGHER EDUCATION ON
BEHALF OF WESTERN NEVADA COLLEGE

By: 
Carol Lucey, Ph.D., President

8/24/07
Date

APPROVED AS TO FORM:


Mark Ghan, Vice President/General Counsel

8/20/07
Date

EXHIBIT "A"

SCHEDULE OF WESTERN NEVADA COLLEGE PROGRAM FUNDS

FY-08 UNITED WE STAND GRANT PROGRAM 08-UWS-01-01	
DESCRIPTION	TOTAL
Complete campus-wide audible warning system for Western Nevada College, Carson City Campus, to include sirens, strobes, speakers, and associated components; UHF radio hardware and associated components; labor; and shipping & handling costs	\$30,000.00

EXHIBIT "B"

CITY OF CARSON CITY PROGRAM ASSURANCES

1. Subrecipients shall comply with the audit requirements of the Single Audit Act of 1984 and OMB Circular A-133, to include the required submission of a Subrecipient independent audit, as prescribed in Sections 310 and 315 and Section 320, paragraph f.
2. Subrecipients that are institutions of higher education, hospitals, or other non-profit organizations shall comply with the audit requirements of OMB Circular A-110, Attachment F.

Required documentation for the performance of audits and quarterly reports, including project narrative and financial reports, must be provided to the City of Carson City within fifteen (15) calendar days of request. Grant closeout is contingent upon SERC audit and resolution of any discrepancies.

3. The City retains the right to terminate this Contract for cause at any time before completion of the program when it has determined that the Subrecipient has failed to comply with the conditions of this Contract.
4. Subrecipients are instructed to send all aforementioned program reports and financial correspondence to:

Judy Dietrich, Management Assistant
Carson City Fire Department
777 S. Stewart Street
Carson City, NV

* * *

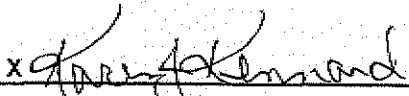
STATE OF NEVADA
STATE EMERGENCY RESPONSE COMMISSION
United We Stand Grant Award

GRANTEE: Carson City Local Emergency Planning Committee	GRANT NO.: 08-UWS-01-01
ADDRESS: 777 South Stewart Street Carson City, NV 89701	TOTAL AWARD: \$30,000.00
PROJECT TITLE: UWS Equipment	GRANT PERIOD: 07/12/07 to 06/30/08

APPROVED BUDGET FOR PROJECT

	CATEGORY	AMOUNT
Equipment	Complete campus-wide audible warning system for Western Nevada College, Carson City Campus, to include sirens, strobes, speakers, and associated components, UHF radio hardware, and associated components, Labor, and S & H.	\$30,000
TOTAL AMOUNT		\$30,000

This award is subject to the requirements established by the State of Nevada and the State Emergency Response Commission (SERC).
 Any changes to the budget categories must have approval by the SERC Office prior to implementation.

APPROVAL Karen J. Kennard, Executive Director Name and Title of Authorized Official	GRANTEE ACCEPTANCE Stacey Giomi, Chair Name and Title of Appointing Official
x  7-26-07	x  8-1-07
Signature of Approving Official Date	Signature of Authorized Official Date