

RESOLUTION NO. _____

A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL AGREEMENT BETWEEN DOUGLAS COUNTY, CARSON CITY, LYON COUNTY AND STOREY COUNTY TO BUILD A MULTI-COUNTY ETHERNET MICROWAVE INTERCONNECT AND OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, pursuant to NRS 277.180, any one or more public agencies may enter into interlocal agreements 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 agreement is authorized by law to perform; and

WHEREAS, Douglas County, Carson City, Lyon County and Storey County are political subdivisions of the State of Nevada; and

WHEREAS, NRS 277.180 provides that every such agreement must be ratified by appropriate official action of the governing body of each party to the agreement as a condition precedent to its entry into force; and

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

WHEREAS, the parties to the Interlocal Agreement Between Douglas County, Carson City, Lyon County and Storey County to Build a Multi-County Ethernet Microwave Interconnect desire to adopt and approve such contract as required by NRS 277.180. A copy of the Agreement is attached to this Resolution as Exhibit "A;" and

NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of the Interlocal Agreement Between Douglas County, Carson City, Lyon County and Storey County to Build a Multi-County Ethernet Microwave Interconnect is hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Interlocal Agreement Between Douglas County, Carson City, Lyon County and Storey County to Build a Multi-County Ethernet Microwave Interconnect 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 Douglas County.

INTERLOCAL AGREEMENT BETWEEN DOUGLAS COUNTY, CARSON CITY, LYON COUNTY AND STOREY COUNTY TO BUILD A MULTI-COUNTY ETHERNET MICROWAVE INTERCONNECT

This Agreement is made by and between Douglas County (Douglas), Carson City, Lyon County, and Storey County (referred to at times collectively herein as "the Parties"), political subdivisions of the State of Nevada.

RECITALS

WHEREAS, the Parties are public agencies under Nevada Revised Statute (NRS) 277.100; and

WHEREAS, NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, the Parties desire to construct an Ethernet Microwave backbone connecting 20 repeater sites and one building within each jurisdiction ("the Project"); and

WHEREAS, the United States Department of Homeland Security has provided a grant for the referenced project which is administered by the Nevada Department of Public Safety, Division of Emergency Management; and

WHEREAS, Douglas County acquired the Public Safety Interoperable Communications (PSIC) grant in the amount of \$1,196,000.00 to be used for the Project and this Agreement is necessary for the distribution of grant monies; and

WHEREAS, the Walker River Paiute Tribe and the Washoe Tribal Council will also be served by and benefit from the Project, but are not Parties to this Agreement; and

WHEREAS, the Project will provide an interconnect between six law enforcement agencies, nine fire/EMA agencies, two tribal public safety agencies and four emergency management departments. The types of services to be provided by this network are unlimited and only restricted by the bandwidth. Examples of the services to be provided include law enforcement intelligence data, GIS data sharing for planning, hazardous material information, public safety resource status, 911 call transfers, and dispatch center interconnect.

NOW THEREFORE, in consideration of the mutual covenants set forth below, the Parties agree as follows:

1. Required Approval. This Agreement shall not become effective until Douglas County formally accepts the grant award and all Parties, by appropriate official action of the governing body of each Party, approves this Agreement.

2. Term of Agreement. This Agreement shall be effective upon approval and shall remain in effect throughout the grant period, but in no event longer than December 31, 2011 unless terminated by all of the Parties as set forth in this Agreement.

3. Termination. This Agreement may be terminated by all Parties prior to the date set forth in paragraph (2), provided that a termination shall not be effective until 30 days after all Parties have agreed to terminate. This Agreement may only be terminated by mutual consent of all Parties without cause. A Party to this Agreement may terminate its participation in the Agreement only for cause and only after the Party has followed the procedures outlined in paragraph (13), if appropriate. The Parties expressly agree that this Agreement shall be terminated immediately if for any reason Federal, State, or County funding ability to satisfy the Agreement is withdrawn, limited or impaired.

4. Notices. All written notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the addresses set forth below:

County Manager, Douglas County
P. O. Box 218
Minden, NV 89423
Ph: (775)782-9821
Fax: (775)782-6255

City Manager, Carson City
201 N. Carson St., Suite 2
Carson City, NV 89701
Ph: (775) 887-2000 ext 30062
Fax: (775) 887-2286

County Manager, Lyon County
27 S. Main St.
Yerington, NV 89447
Ph: (775) 463-6531
Fax: (775) 463-6533

Storey County
P.O. Box 176
Virginia City, NV 89440
Ph: (775) 847-0968
Fax: (775) 847-0949

Changes may be made in the names and addresses of the persons to whom notices are to be given pursuant to this paragraph.

5. Incorporated Documents. The terms and conditions for the FY07 Public Safety Interoperable Communications (PSIC) Multi-County Ethernet Microwave Interconnect, Project No. 1155507 and its incorporated attachments, see Exhibit A, are specifically incorporated and are a part of this Agreement. Any inconsistency between the PSIC and this Agreement shall be governed by the PSIC, see Exhibit A. The services to be performed shall be specifically described as follows:

A. Douglas County's Responsibilities.

1. Submit Grant Application to US Department of Homeland Security.

Douglas County submitted the paperwork to the US Department of Homeland Security, and will continue to manage related matters related to the Grant. Douglas County will also serve as the liaison between the Federal Government and the Parties.

2. Lead Agency. Douglas County will act as the lead agency and retain a Project Manager. The Project Manager will be responsible for ensuring all Parties comply with the terms and conditions of the grant agreement as delineated in Exhibit A, coordination of the project oversight committee, grant documentation, accounting, compliance with the grant requirements and compliance with this Agreement.

a. The Project Manager will be compensated as stated in paragraph 6, Consideration, set forth below.

B. Mutual responsibilities

1. Pay Match For Site Equipment In Respective Jurisdictions. The Parties agree to pay match funds provided by the Federal Government for site equipment and the installation thereof in each of their respective jurisdictions. The Parties matching funds will not exceed \$100,000 each.

2. Maintain Equipment and Facilities in Respective Jurisdictions. The Parties agree to maintain and repair the equipment and facilities, including the repeater sites and buildings, in their respective jurisdictions

3. Participate on the Project Oversight Committee. Each of the Parties will provide a representative to and participate in the project oversight committee. The oversight committee will have complete authority of all aspects of the Project. All decisions and meetings will be documented and decisions reached by a majority vote.

4. Ownership of Facilities and Equipment. Each entity maintains ownership of its own facilities, equipment, and Ethernet Microwave equipment installed pursuant to this Agreement, within its jurisdictional boundaries and no transfer of ownership is implied as part of this Agreement.

5. Reasonable Care. Each Party must exercise reasonable care in the performance of its obligations and rights under this Agreement to ensure that the other Party's facilities and operations are not impaired or damaged.

6. Protection of a Party's Separate Facilities. If any occurrence or conditions during operation or maintenance of the Project threaten the physical integrity or operational capability of a Party's separate facilities, upon notification to the other Parties the affected Party may stop operation or maintenance of the Project or take any action that the affected Party determines to be necessary to protect its own separate facilities. Any Party may remove part of the equipment, if required, for emergency repair of its separate facilities provided that such affected facilities or equipment are restored as soon as possible by the removing Party.

7. Repayment. The Parties are responsible for timely repayment of all funds expended on work/equipment in the event that such work/equipment is found to be ineligible for grant funding. All such repayments must be made with non-grant funds.

8. Compliance with laws. The Parties will comply with all applicable federal, state and local laws, regulations or requirements in all of its activities on the site and will be solely responsible for any non-compliance on the part of the individual Party with any applicable law, regulation or requirement.

9. Further Cooperation Between the Parties. All Parties agree that the Parties will further cooperate in the ongoing operation and applications of the Project, including system operational issues and cost implications.

6. Consideration. The Project Manager shall be paid out of the federal grant funds if the services are eligible and money is available. Any consultant costs determined to be ineligible or not available from the federal grant funds shall be split evenly by Douglas County, Carson City, Lyon County and Storey County and counted as contributions toward the matching fund requirement. Any intervening end to an annual appropriation period shall be deemed an automatic renewal (not changing the overall Agreement term) or a termination as the result of legislative appropriation may require.

7. Inspection and Audit.

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

B. **Inspection and Audit.** Each Party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the Party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other Parties, the State or Federal government.

C. **Period of Retention.** All books, records, reports, and statements relevant to this Agreement must be retained by each Party pursuant to state and federal retention requirements. The retention period runs from the date of termination of this Agreement. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete the audit and/or to complete any administrative and judicial litigation which may ensue.

8. Breach; Remedies. Failure of any Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing Party reasonable attorney's fees and costs.

9. Limited Liability. The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of all Parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 354.626.

10. Indemnification.

A. To the extent permitted by law, including, but not limited to, the provisions of Nevada Revised Statutes Chapter 41, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other Party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent acts or omissions of the indemnifying Party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any Party or person described in this paragraph.

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B. Except as otherwise provided in Subsection (d) below, the indemnifying Party(ies) shall not be obligated to provide a legal defense to the indemnified Party(ies), nor reimburse the indemnified Party(ies) for the same, for any period occurring before the indemnified Party(ies) provides written notice of the pending claim(s) or cause(s) of action to the indemnifying Party(ies), along with:

1. a written request for a legal defense for such pending claim(s) or cause(s) of action; and

2. a detailed explanation of the basis upon which the indemnified Party(ies) believes that the claim or cause of action asserted against the indemnified Party(ies) implicates the culpable conduct of the indemnifying Party(ies), its officers, employees, and/or agents.

C. After the indemnifying Party(ies) has begun to provide a legal defense for the indemnified Party(ies), the indemnifying Party(ies) shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified Party(ies), including counsel through which the indemnified Party(ies) might voluntarily choose to participate in its defense of the same matter.

D. After the indemnifying Party(ies) has begun to provide a legal defense for the indemnified Party(ies), the indemnifying Party(ies) shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified Party(ies) during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

11. Force Majeure. No Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

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

13. Breach. The public interest is not served by the termination of the Agreement by one of the Parties absent an opportunity to resolve the alleged breach or have its position on the claimed breach heard before a qualified mediator.

If a Party to this Agreement is in breach, any other Party to the Agreement alleging the breach must provide written notice to the Project Oversight Committee and the other Parties, including the Party in breach specifying the nature of the violation and allowing 30 days for the Party in breach to correct the violation. If the breach is not corrected within the 30 day period then the matter may be submitted to non-binding mediation. If the Parties are unable to agree on a person to act as a neutral mediator, a request for a mediator shall be made to the Federal Mediation and Conciliation Services (FMCS) by a Party. Any costs of mediation shall be split by the Parties to the mediation. If the Parties are unable to resolve the issue through mediation, within ten (10) working days a Party may submit the matter to any Nevada district court within the jurisdiction of one of the Parties to this Agreement.

14. Waiver of Breach. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by any Party shall not operate as a waiver by the Parties of any of their rights or remedies as to any other breach.

15. Severability. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement will be construed as if the provision did not exist and the non-enforceability of the provision will not be held to render any other provision or provisions of this Agreement unenforceable.

16. Assignment. No Party shall assign, transfer, sublet, or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Parties.

17. Ownership of Proprietary Information. Unless otherwise provided by law or this Agreement, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Agreement), or any other documents or drawings, prepared or in the course of preparation by any Party in performance of its obligations under this Agreement shall be the joint property of all Parties.

18. Public Records. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

19. Confidentiality. Each Party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that Party to the extent that such information is confidential by law or otherwise required by this Agreement.

20. Proper Authority. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth in paragraph (5).

21. Governing Law; Jurisdiction. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the jurisdiction of the Nevada district courts for enforcement of this Agreement.

22. Entire Agreement and Modification. This Agreement constitutes the entire agreement of the Parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed and intend to be legally bound thereby. This document can be signed in counterparts.

Douglas County Board of Commissioners

Carson City

By: _____
Kelly D. Kite, Chair
Douglas County Commission

By: _____
Marv Teixeira, Mayor
Carson City

Lyon County Board of Commissioners

Storey County Board of Commissioners

By: *Don Tibbals*
Don Tibbals, Chair
Lyon County Commission

By: _____
Greg Hess, Chair
Storey County Commission

Approved as to form:

Approved as to form:

By: _____
Douglas County District Attorney

By: _____
Carson City District Attorney

Approved as to form:

Approved as to form:

By: _____
Lyon County District Attorney

By: _____
Storey County District Attorney

Attest:

By: _____
Barbara J. Griffin
Douglas County Clerk

Attest:

By: _____
Alan Glover
Carson City Clerk

Attest:

By: _____
Nikki Bryan
Lyon County Clerk

Attest:

By: _____
Vanessa Dixon
Storey County Clerk

EXHIBIT A

Jim Gibbons
Governor

Nevada Department of
Public Safety

Jerald Hafen
Director

Frank Siracusa
Chief

Division of Emergency Management

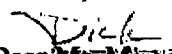
2478 Fairview Drive

Carson City, Nevada 89701

Telephone (775) 687-0300 • Fax (775) 687-0322 • <http://dem.state.nv.us/>

June 4, 2008

Richard Mirgon, Director
Douglas County Emergency Operations
P.O. Box 218
Minden, NV 89423


Dear Mr. Mirgon,


The State of Nevada greatly appreciates the effort put forth by Douglas County in acquiring the Public Safety Interoperable Communications (PSIC) Grant.

I am pleased to enclose a PSIC grant award in the amount of \$1,196,000 for the Multi County Ethernet Microwave Interconnect project. Attached to your award is a copy of the approved budget and work plan by which you are obligated to abide by. Please be aware that any deviation will require advance approval from this Division through utilization of a "Project Change Request" form.

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

If we can be of any assistance to you in the performance of this grant, or if you have any questions regarding this grant, please do not hesitate to contact the Division of Emergency Management at (775) 687-0300.

Cordially,


Frank Siracusa
Chief

enclosures

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

Grant Award	
SUBGRANTEE: Douglas County Emergency Operations	PROJECT NO: 1155507
ADDRESS: P.O. Box 218 Minden, NV 89423	
PROJECT TITLE: FY07 Public Safety Interoperable Communications (PSIC) Multi-County Ethernet Microwave Interconnect	FEDERAL GRANT FUNDS: \$1,196,000.00
GRANT PERIOD: 10/01/07 09/30/10	MATCHING FUNDS: \$244,450.00
	TOTAL INVESTMENT: \$1,440,450.00
	TOTAL FEDERAL AWARD: \$1,196,000.00

APPROVED BUDGET FOR PROJECT	
CATEGORY	TOTAL PROJECT COSTS
ACQUISITION	\$877,800.00
DEPLOYMENT	
TRAINING (No Match Requirement)	\$10,200.00
PLANNING/COORDINATION	\$208,000.00
OTHER	
SUB-GRANTEE MATCH - CASH and IN KIND	\$244,450.00
FEDERAL GRANT FUND TOTAL	\$1,196,000.00

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	Richard Mirgon, Director
Name and Title of Appointing Official	Name and Title of Appointing Official
X <i>Frank S. Siracusa</i> 6-6-08	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Form: OEM-001

 ORIGINAL

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

Grant Award	
SUBGRANTEE: Douglas County Emergency Operations	PROJECT NO: 1155507
ADDRESS: P.O. Box 218 Minden, NV 89423	
PROJECT TITLE: FY07 Public Safety Interoperable Communications (PSIC) Multi-County Elhemet Microwave Interconnect	FEDERAL GRANT FUNDS: \$1,196,000.00
GRANT PERIOD: 10/01/07 09/30/10	MATCHING FUNDS: \$244,450.00
	TOTAL INVESTMENT: \$1,440,450.00
	TOTAL FEDERAL AWARD: \$1,196,000.00

APPROVED BUDGET FOR PROJECT	
CATEGORY	TOTAL PROJECT COSTS
ACQUISITION	\$977,800.00
DEPLOYMENT	
TRAINING (No Match Requirement)	\$10,200.00
PLANNING/COORDINATION	\$208,000.00
OTHER	
SUB-GRANTEE MATCH - CASH and IN KIND	\$244,450.00
FEDERAL GRANT FUND TOTAL	\$1,196,000.00

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	Richard Mirgon, Director
Name and Title of Appointing Official	Name and Title of Appointing Official
<i>[Signature]</i> 6-6-08	<i>[Signature]</i>
Signature of Approving Official Date:	Signature of Approving Official Date:

Form: OEM-001

CONFIRMATION COPY

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: _____ TITLE: _____

HERE



SIGNATURE: _____ DATE: _____

*** 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 with supporting documentation 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. All equipment requested must be on the approved equipment list (AEL). Late reports, unless approved by DEM, could delay reimbursement.

Reports consist of:

- A) Division of Emergency Management Quarterly Financial Report
- B) Quarterly Project Progress Report
- C) Approved Budget Detail/Expenditure Balance spreadsheet

All documents used for reporting are provided by DEM

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. The Project Change Request form must be accompanied by a Revised Budget Detail/Expenditure Balance spreadsheet.

4. Grantee/Sub-Grantee understands that the Quarterly Progress Summary will be submitted with the Quarterly Financial Report at the end of each quarter.

5. Grant revenue and expenditure records must be maintained and made available to the DEM for audit.

6. 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.

7. 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.

8. 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.

9. Grantee/Sub-grantee 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.

10. 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.

11. NIMS compliance see attached appendix A

NAME: _____ TITLE: _____



SIGNATURE: _____ DATE: _____

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

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.

Reports consist of:

- A) Division of Emergency Management Quarterly Financial Report
 - B) Quarterly Progress Summary
 - C) Program Narrative
 - D) Budget Detail/Expenditure Balance spreadsheet
- All documents used for reporting are provided by DEM

2. A completed Project Plan form shall be submitted to DEM prior to any grant funds being encumbered or expended, but in any event no later than 60 days following grant award. Late submission could result in delay of reimbursement, and failure to comply could result in non-payment of reimbursement claims.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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).

11. The Program Narrative for exercises shall address the following required elements of the Nevada Exercise Program (refer to the attached Nevada Exercise Program for detailed instructions regarding guidance, requirements, exercise document templates, etc):

A) Participation in the Training and Exercise Plan Workshop (T&EPW): Identify the date of the most recent T&EPW attended and any modifications to the existing Multi-Year Exercise and Training Plan (MYTEP) regarding exercise type, date, location, target capabilities, or funding;

B) Exercise Schedule: Verify submission of all required exercise information to the National Exercise Schedule (NEXS) website; and

C) After Action Review / Improvement Plan (AAR/IP): Identify the projected and subsequent actual date of electronic submission of the AAR/IP to DEM within 60 days of the conduct of the exercise utilizing the DHS-approved format and process. One hard copy of the AAR/IP shall be submitted to the DEM Exercise Training Officer and one electronic copy of AAR/IP shall be submitted via the DHS Secure Portal in the Nevada Folder with an email notifying the State of Nevada Exercise Training Officer of the submission.

D) For purposes of the Public Safety Interoperable Communication (PSIC) Grant oversight and coordination of project management, the assigned PSIC project managers and sub-grant awardees are required to submit quarterly project progress reports and coordinate efforts through the Nevada Communication Steering Committee (NCSC). The NCSC shall assure that PSIC/DHS guidelines and project scopes are maintained.

MEKE

NAME: _____ TITLE: _____
SIGNATURE: _____ DATE: _____

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

Public Safety Interoperability Communications

FFY07

PSIC Funding Match
INVESTMENT JUSTIFICATION (J) BUDGET DETAIL

IS TITLE: **Mudi-County Ethernet Microwave Interconnect**

CATEGORY	DESCRIPTION	QTY	NON-FEDERAL MATCH SOURCE	FUNDING SOURCE		Total
				FISCAL Year (Available)	Non-Fed Match (20% Minimum)	
Equipment	Ethernet Microwave radios, CS/UDSU units, Channel Banks and Misc Installation hardware		Shared by local governments, (Lyon, Story, Carson & Douglas)	\$ 977,800.00	\$ 244,450.00	\$ 1,222,250.00
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
Deployment				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
Training/Exercise	Training for maintenance technicians and system administrators to be provided by chosen equipment vendor			\$ 10,200.00	\$ -	\$ 10,200.00
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
Planning/Coordination	Project planning for locations, coordination of vendor selection and management			\$ 208,000.00	\$ -	\$ 208,000.00
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
Totals				\$ 1,196,000.00	\$ 244,450.00	\$ 1,440,450.00

**FFY07
Nevada
Public Safety Interoperable Communications
(PSIC)**

Project Plan

for

Ethernet Microwave

A. Document Review and Approval Signature Block

The section provides a means of tracking the review and approval of this Project Plan Document. This is also the list of who has authority to approve changes in this document and by definition, the Project Management Team. All parties listed below must approve this document before the project exits the Initiation Phase.

Name	Signature	Date	Comments / Issues / Concerns
Steering Committee Approval – Chair:	R. Mirgon	5/30/08	
Project Manager:	R. Mirgon	5/30/08	

B. Document Revision History

The revision history shows the history for this document and provides descriptions of particular changes made.

Version	Date	Description	Name
1.0	5/29/08	Original Plan	R. Mirgon

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APPENDICES

- A3.3 Detailed Budget
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C. Introduction

C.1 Document Purpose

The purpose of this Project Plan document is to:

- Define the scope and objectives of the project.
- Specify the requirements and assumptions.
- Define the project resources and limitations.
- Identify the project stakeholders and the project team.
- Describe the methodology and process the project will use to progress from start to finish.
- Provide the basis against which expectations of benefits and progress can be evaluated.
- Define project risks, mitigation strategies and contingency plans.
- Identify project communication requirements and reporting mechanisms.
- Ensure that all project stakeholders understand and approve of the project scope.

The intended audience is the sponsor, the project stakeholders, the project team and administrative/audit/oversight parties.

C.2 Abbreviations, Acronyms and Definitions

The following abbreviations, acronyms, and definitions are used in this document.

<i>Term</i>	<i>Definition</i>
DHS	Department of Homeland Security, a federal agency and grantor.
NHSC	Nevada Homeland Security Commission
DEM	Nevada Division of Emergency Management, the State Administrative Agency
CCOEM&HS	Clark County Office of Emergency Management and Homeland Security

C.3 References and Associated Documents

The following documents were used for reference in the generation of this Project Plan, and are identified here for reference and additional information as project work proceeds.

<i>ID</i>	<i>Name</i>	<i>Document Description</i>
C.3.1	National Preparedness Goal (Interim) – HSPD8 - 31Mar05	Defines national preparedness, capabilities-based planning and identifies national priorities. http://www.ojp.usdoj.gov/odp/docs/InterimNationalPreparednessGoal_03-31-05_1.pdf
C.3.2	National Response Plan – HSPD5 – Updated 25May06	Establishes a unified, all-discipline and all-hazards approach to domestic incident management, including inter-governmental coordination. http://www.dhs.gov/xlibrary/assets/NRP_FullText.pdf
C.3.3	Target Capabilities List v.2.0	Describes and sets targets for the capabilities required to achieve the four homeland security mission areas: Prevent, Protect, Respond, and Recover

ID	Name	Document Description
		http://www.nctac-wi.org/download.php?id=4557778.181.29
C.3.4	Approved Equipment List (AEL)	List of equipment and services approved for purchase with grant funding. http://www.ojp.usdoj.gov/odp/docs/NPD_Authorized_Equipment_List2007.pdf
C.3.5	State of Nevada Strategy for Homeland Security	Strategy for homeland security in Nevada.
C.3.6	Clark County Strategy for Homeland Security	Strategy for homeland security in the Las Vegas Urban Area (Clark County).
C.3.7	"DHS Capability Analysis"	Preliminary process of analyzing present capabilities to identify strengths and weaknesses prior to building the Initiative Plan. Prepared by Nevada grant working group relative to this project.
C.3.8	PSIC Allowable Cost Matrix	PSIC Allowable Cost Matrix http://www.ntia.doc.gov/psic/applicant.html
C.3.9	PSIC IJ Reference Guide	PSIC Investment Justification Reference Guide http://www.ntia.doc.gov/psic/applicant.html
C.3.10	DHS Program Management Handbook	Reference document on grant program management from DHS Office of Grants and Training, Preparedness Directorate.
C.3.11		

1.0 Scope and Description

This section answers the question *what is this project, and why do it?* It describes the project and what it is intended to do, summarizes the justification for the project and the limitations.

1.1 Project Outcome Statement

- Identifies the end-state goal and desired impact of the project in terms of enhanced or developed capability or capacity: it answers the question "what is the fundamental benefit of the project on the preparedness environment?" Generally one sentence. (ref: specific improvement in HSGP Primary Target Capability)

1.1 Project Outcome Statement	
Interconnect radio site and one county building for Carson City, Douglas, Lyon and Story Counties.	

1.2 Project Objectives

- Each identifies a purpose to be achieved or a result to be obtained or a product to be produced or a service to be performed by this Project in achieving the Project Outcome.

ID	Objective Description
1.2.1	Retain project manager.
1.2.2	Identify specific radio sites to interconnect and county building
1.2.3	Create RFP for equipment purchase and installation
1.2.4	Select Vendor
1.2.5	Install Site
1.2.6	Test connectivity
1.2.7	Acceptance

1.3 Requirements Addressed

- Specific user requirements, functional requirements, needs and weaknesses previously identified which are addressed all or in part by the project objectives. Identify where documented within C.3 References and Associated Documents

ID	Requirement, Need or Weakness Addressed	Ref Doc ID: sect/page
1.3.1	45 MB of throughput via dual connection	
1.3.2	IP addressing that is unique and usable to all agencies.	
1.3.3		

1.4 Assumptions and Dependencies

- Assumptions made such as the availability of a specialized resource or function, continued funding for any reason beyond this project, necessary approval by permitting or governing body, etc. Dependencies are those actions or tasks of other projects or programs which must be performed to then allow completion of a task within this project, but are not within management or direct control of this project.

<i>ID</i>	<i>Assumption and/or Dependency</i>
1.4.1	Assumption that each site has space for equipment on tower or in shelter
1.4.2	
1.4.3	

1.5 Limitations and Exclusions

- Aspects or features that a stakeholder might anticipate or have been discussed but which are not included in the project, or limitations which may not otherwise be apparent such as the portion (or remaining part) of a larger Initiative Plan goal which this project will not accomplish.

<i>ID</i>	<i>Limitation and/or Exclusion</i>
1.5.1	
1.5.2	
1.5.3	

2.0 Organization

This section answers the question *who will guide this project and how will it proceed?* It summarizes the organizational framework of the project, including the leadership and how the process will be conducted, measured and communicated.

2.1 Stakeholders, Leadership and Management

- Identifies principle participants, roles and contact information.

<i>Name</i>	<i>Role</i>	<i>Phone</i>	<i>Email Address</i>
Galena Group	Project Manager		
Oversight committee	Subject Matter Experts: advice, guidance, input and review		
	Guidance and technical assistance		
Richard Mirgon	Project Sponsor, ad hoc review and approval	775-782-9977	rmirgon@co.douglas.nv.us
Galena Group	Program Management and Process Assistance	775- 852-4545	stu@galenagroup.com
	Contract Administration		
	Administrative Support		

2.2 Method of Implementation

- Describes the general process that will be used to complete the project. Includes what contractual and/or staff in-house methods may be used to accomplish tasks, how assets may be procured and implemented, generally how training would be accomplished, how subject matter experts may be used, etc.

<i>2.2 Method of Implementation</i>
The project will be managed by an independent consultant with the oversight and review of the 4 county review group consisting of Carson, Lyon, Storey and Douglas County. The actual installation and configuration will be by the selected vendor.

2.3 Performance Measurement

- Describes the metrics that will be used to monitor and measure project progress, and who is responsible for tracking and maintaining the metric.

<i>ID</i>	<i>Metric Description</i>	<i>Frequency</i>	<i>Owner</i>
2.3.1	<u>Task Completion</u> – Actual% to Date, Scheduled% to Date, Elapsed Time%	Quarterly	Project Manager:
2.3.2	<u>Funds Expenditure</u> – Actual% to Date, Scheduled% to Date, Elapsed Time%	Quarterly	(Fiscal/Acctg Dept Individual):
2.3.3			

2.4 Communication and Reporting

- Describes the regular reports that must be filed and submitted, and regular and irregular communications that must be maintained.

<i>Description</i>	<i>Audience/Recipient</i>	<i>Delivery Method</i>	<i>Frequency</i>	<i>Owner</i>
Quarterly Financial Report	DEM or CCOEM&HS	Via email	30 days after quarter ending	Douglas County
Quarterly Project Progress Summary	DEM or CCOEM&HS	Via email	30 days after quarter ending	Galena Group

3.0 Budget

This section answers the question *how and how much funds will be used?* It describes the project funding source, budget and the process used to monitor and change the budget if necessary.

3.1 Funding and Source

- Identifies all initial funding amounts and sources.

<i>Funding Source</i>	<i>Amount</i>
PSIC – Public Safety Interoperable Communications	\$1,196,000.00
Total Grant Funds	\$1,196,000.00
Local Funds [jurisdiction/governing body]	\$299,000.00
In-Kind Funding (use of locally-funded personnel, equipment, etc)	\$
Total Local and In-Kind Funding	\$299,000.00
TOTAL PROJECT FUNDING	\$1,495,000.00

3.2 Budget Monitoring, Change and Approvals

- Identifies the individuals by function and position/title responsible for various financial monitoring, accounting, reporting, requesting and approving actions, and the order in which the requesting actions/approvals must occur.

<i>Function</i>	<i>Responsible Position/Title</i>	<i>Agency</i>
Project Budget Responsibility	Director of Technology Services	Douglas County
Project Accounting	Same	Same
Procurement/Purchase Order Initiation	Same	Same
Financial Report Writer/Generator	Same	Same
Financial Change Request Generator	Same	Same
1 st Level Approval Minor Changes, Adds	Same	Same
2 nd Level Approval Shift Between Categories		DEM
3 rd Level Approval Scope Change/Proj\$ Shift		FEMA

3.3 Detailed Budget

- The Detailed Budget shows the major expenditures planned within each budget category and each funding source.
- The Detailed Budget is submitted with every Financial Change Request, showing the shift and change in funding proposed. If the Change Request is approved, the submitted Detailed Budget becomes the approved Detailed Budget, and the version number and approval date are updated accordingly.
- The Detailed Budget is attached as **Appendix A3.3 Detailed Budget**.

4.0 Work Plan

This section answers the question *who will do what, and when?* It describes the personnel and resources needed to accomplish the project, the tasks that must be accomplished, and the schedule that identifies how long, in what order and when the tasks will be accomplished.

4.1 Personnel Required

- The following describes all personnel needed to perform tasks and direct management of the project. This includes both grant and non-grant funded labor, both contractors and government staff. Not included here are oversight, steering and advisory committees and members, and governing bodies and members.

ID	Title or Function	Description of Work to Be Performed
4.1.1	Project Oversight Team	Review and oversight of project
4.1.2	Project Lead	General oversight
4.1.3	Project Manager	Develop RFP, manage vendor.

4.2 Other Resources Required

- Identifies all other non-labor, non-financial resources needed to accomplish project tasks, e.g. storage facility, training rooms, etc. These are resources used to accomplish the project, but not property acquired by the project and meant to be a permanent part of the completed project.

ID	Resource Name	Description and Source
4.2.1		
4.2.2		
4.2.3		

4.3 Tasks and Assignments

- Describes the major tasks to be accomplished and what Objectives (reference 1.2 ID numbers) are addressed by the Task. A major task, for example, might be "contract process" and might consist of additional sub-tasks briefly described here as "RFP development, issuance, evaluation, negotiation, execution and approval to put a contract in place". Expand as needed.

Task ID	Task Name	Description	Objective Addressed (ref 1.2 ID)
4.3.1			
4.3.2			
4.3.3			

- Identifies resources assigned to the major tasks described above, including funds, personnel and other/facilities. Budget Category and Budget Line Item refer to *Appendix A3.3 Detailed Budget*. Assigned Resources refer to 4.1 and 4.2 ID

Task ID	Task Name	Budget Cat E-D-T/E-P/C*	Budget Line Item (ref A3.3)	Assigned Resources (ref 4.1 and 4.2 IDs)
4.3.1				
4.3.2				
4.3.3				

*(Per PSIC guidance: Equipment, Deployment, Training/Exercise, Planning/Coordination)

4.4 Schedule

- The Schedule shows the major tasks and defines their duration and start/stop points in terms of months. The stop point or completion of a major task may be considered a milestone, and additional milestones may be shown as appropriate. The Project Schedule format also serves as a project performance measurement and reporting tool.
- The Schedule is attached as *Appendix A4.4 Project Schedule*.

5.0 Risk

This section answers the question *what risks may become significant problems, and how can they be avoided or minimized?* It describes the risks, mitigation strategies to minimize the risk, and contingency strategies for coping should the risk become a problem. Examples are shown, use, delete, expand as needed.

5.1 Identified Risks, Mitigation and Contingency

<i>ID</i>	<i>Description</i>	<i>Mitigation</i>	<i>Contingency</i>
5.1.1	Loss of individual contributor support and willingness to work on project	Reduce size of project	Find new contributor.
5.1.2	Loss of grant funds due to time delays and grant cycle deadline	Limit project size	End project
5.1.3	Loss of project participant will and cohesiveness due to disagreement or demotivation	Same as 5.1.1	Same as 5.1.1
5.1.4			

**INTERLOCAL AGREEMENT BETWEEN DOUGLAS COUNTY, CARSON CITY, LYON
COUNTY AND STOREY COUNTY TO BUILD A MULTI-COUNTY ETHERNET MICROWAVE
INTERCONNECT**

This Agreement is made by and between Douglas County (Douglas), Carson City, Lyon County, and Storey County (referred to at times collectively herein as "the Parties"), political subdivisions of the State of Nevada.

RECITALS

WHEREAS, the Parties are public agencies under Nevada Revised Statute (NRS) 277.100; and

WHEREAS, NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, the Parties desire to construct an Ethernet Microwave backbone connecting 20 repeater sites and one building within each jurisdiction ("the Project"); and

WHEREAS, the United States Department of Homeland Security has provided a grant for the referenced project which is administered by the Nevada Department of Public Safety, Division of Emergency Management; and

WHEREAS, Douglas County acquired the Public Safety Interoperable Communications (PSIC) grant in the amount of \$1,196,000.00 to be used for the Project and this Agreement is necessary for the distribution of grant monies; and

WHEREAS, the Walker River Paiute Tribe and the Washoe Tribal Council will also be served by and benefit from the Project, but are not Parties to this Agreement; and

WHEREAS, the Project will provide an interconnect between six law enforcement agencies, nine fire/EMA agencies, two tribal public safety agencies and four emergency management departments. The types of services to be provided by this network are unlimited and only restricted by the bandwidth. Examples of the services to be provided include law enforcement intelligence data, GIS data sharing for planning, hazardous material information, public safety resource status, 911 call transfers, and dispatch center interconnect.

NOW THEREFORE, in consideration of the mutual covenants set forth below, the Parties agree as follows:

1. Required Approval. This Agreement shall not become effective until Douglas County formally accepts the grant award and all Parties, by appropriate official action of the governing body of each Party, approves this Agreement.

2. Term of Agreement. This Agreement shall be effective upon approval and shall remain in effect throughout the grant period, but in no event longer than December 31, 2011 unless terminated by all of the Parties as set forth in this Agreement.

3. Termination. This Agreement may be terminated by all Parties prior to the date set forth in paragraph (2), provided that a termination shall not be effective until 30 days after all Parties have agreed to terminate. This Agreement may only be terminated by mutual consent of all Parties without cause. A Party to this Agreement may terminate its participation in the Agreement only for cause and only after the Party has followed the procedures outlined in paragraph (13), if appropriate. The Parties expressly agree that this Agreement shall be terminated immediately if for any reason Federal, State, or County funding ability to satisfy the Agreement is withdrawn, limited or impaired.

4. Notices. All written notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the addresses set forth below:

County Manager, Douglas County
P. O. Box 218
Minden, NV 89423
Ph: (775)782-9821
Fax: (775)782-6255

City Manager, Carson City
201 N. Carson St., Suite 2
Carson City, NV 89701
Ph: (775) 887-2000 ext 30062
Fax: (775) 887-2286

County Manager, Lyon County
27 S. Main St.
Yerington, NV 89447
Ph: (775) 463-6531
Fax: (775) 463-6533

Storey County
P.O. Box 176
Virginia City, NV 89440
Ph: (775) 847-0968
Fax: (775) 847-0949

Changes may be made in the names and addresses of the persons to whom notices are to be given pursuant to this paragraph.

5. Incorporated Documents. The terms and conditions for the FY07 Public Safety Interoperable Communications (PSIC) Multi-County Ethernet Microwave Interconnect, Project No. 1155507 and its incorporated attachments, see Exhibit A, are specifically incorporated and are a part of this Agreement. Any inconsistency between the PSIC and this Agreement shall be governed by the PSIC, see Exhibit A. The services to be performed shall be specifically described as follows:

A. Douglas County's Responsibilities.

1. Submit Grant Application to US Department of Homeland Security.

Douglas County submitted the paperwork to the US Department of Homeland Security, and will continue to manage related matters related to the Grant. Douglas County will also serve as the liaison between the Federal Government and the Parties.

2. Lead Agency. Douglas County will act as the lead agency and retain a Project Manager. The Project Manager will be responsible for ensuring all Parties comply with the terms and conditions of the grant agreement as delineated in Exhibit A, coordination of the project oversight committee, grant documentation, accounting, compliance with the grant requirements and compliance with this Agreement.

a. The Project Manager will be compensated as stated in paragraph 6, Consideration, set forth below.

B. Mutual responsibilities

1. Pay Match For Site Equipment In Respective Jurisdictions. The Parties agree to pay match funds provided by the Federal Government for site equipment and the installation thereof in each of their respective jurisdictions. The Parties matching funds will not exceed \$100,000 each.

2. Maintain Equipment and Facilities in Respective Jurisdictions. The Parties agree to maintain and repair the equipment and facilities, including the repeater sites and buildings, in their respective jurisdictions

3. Participate on the Project Oversight Committee. Each of the Parties will provide a representative to and participate in the project oversight committee. The oversight committee will have complete authority of all aspects of the Project. All decisions and meetings will be documented and decisions reached by a majority vote.

4. Ownership of Facilities and Equipment. Each entity maintains ownership of its own facilities, equipment, and Ethernet Microwave equipment installed pursuant to this Agreement, within its jurisdictional boundaries and no transfer of ownership is implied as part of this Agreement.

5. Reasonable Care. Each Party must exercise reasonable care in the performance of its obligations and rights under this Agreement to ensure that the other Party's facilities and operations are not impaired or damaged.

6. Protection of a Party's Separate Facilities. If any occurrence or conditions during operation or maintenance of the Project threaten the physical integrity or operational capability of a Party's separate facilities, upon notification to the other Parties the affected Party may stop operation or maintenance of the Project or take any action that the affected Party determines to be necessary to protect its own separate facilities. Any Party may remove part of the equipment, if required, for emergency repair of its separate facilities provided that such affected facilities or equipment are restored as soon as possible by the removing Party.

7. Repayment. The Parties are responsible for timely repayment of all funds expended on work/equipment in the event that such work/equipment is found to be ineligible for grant funding. All such repayments must be made with non-grant funds.

8. Compliance with laws. The Parties will comply with all applicable federal, state and local laws, regulations or requirements in all of its activities on the site and will be solely responsible for any non-compliance on the part of the individual Party with any applicable law, regulation or requirement.

9. Further Cooperation Between the Parties. All Parties agree that the Parties will further cooperate in the ongoing operation and applications of the Project, including system operational issues and cost implications.

6. Consideration. The Project Manager shall be paid out of the federal grant funds if the services are eligible and money is available. Any consultant costs determined to be ineligible or not available from the federal grant funds shall be split evenly by Douglas County, Carson City, Lyon County and Storey County and counted as contributions toward the matching fund requirement. Any intervening end to an annual appropriation period shall be deemed an automatic renewal (not changing the overall Agreement term) or a termination as the result of legislative appropriation may require.

7. Inspection and Audit.

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

B. Inspection and Audit. Each Party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the Party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other Parties, the State or Federal government.

C. Period of Retention. All books, records, reports, and statements relevant to this Agreement must be retained by each Party pursuant to state and federal retention requirements. The retention period runs from the date of termination of this Agreement. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete the audit and/or to complete any administrative and judicial litigation which may ensue.

8. Breach; Remedies. Failure of any Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing Party reasonable attorney's fees and costs.

9. Limited Liability. The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of all Parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 354.626.

10. Indemnification.

A. To the extent permitted by law, including, but not limited to, the provisions of Nevada Revised Statutes Chapter 41, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other Party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent acts or omissions of the indemnifying Party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any Party or person described in this paragraph.

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B. Except as otherwise provided in Subsection (d) below, the indemnifying Party(ies) shall not be obligated to provide a legal defense to the indemnified Party(ies), nor reimburse the indemnified Party(ies) for the same, for any period occurring before the indemnified Party(ies) provides written notice of the pending claim(s) or cause(s) of action to the indemnifying Party(ies), along with:

1. a written request for a legal defense for such pending claim(s) or cause(s) of action; and

2. a detailed explanation of the basis upon which the indemnified Party(ies) believes that the claim or cause of action asserted against the indemnified Party(ies) implicates the culpable conduct of the indemnifying Party(ies), its officers, employees, and/or agents.

C. After the indemnifying Party(ies) has begun to provide a legal defense for the indemnified Party(ies), the indemnifying Party(ies) shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified Party(ies), including counsel through which the indemnified Party(ies) might voluntarily choose to participate in its defense of the same matter.

D. After the indemnifying Party(ies) has begun to provide a legal defense for the indemnified Party(ies), the indemnifying Party(ies) shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified Party(ies) during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

11. **Force Majeure.** No Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

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

13. **Breach.** The public interest is not served by the termination of the Agreement by one of the Parties absent an opportunity to resolve the alleged breach or have its position on the claimed breach heard before a qualified mediator.

If a Party to this Agreement is in breach, any other Party to the Agreement alleging the breach must provide written notice to the Project Oversight Committee and the other Parties, including the Party in breach specifying the nature of the violation and allowing 30 days for the Party in breach to correct the violation. If the breach is not corrected within the 30 day period then the matter may be submitted to non-binding mediation. If the Parties are unable to agree on a person to act as a neutral mediator, a request for a mediator shall be made to the Federal Mediation and Conciliation Services (FMCS) by a Party. Any costs of mediation shall be split by the Parties to the mediation. If the Parties are unable to resolve the issue through mediation, within ten (10) working days a Party may submit the matter to any Nevada district court within the jurisdiction of one of the Parties to this Agreement.

14. **Waiver of Breach.** Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by any Party shall not operate as a waiver by the Parties of any of their rights or remedies as to any other breach.

15. **Severability.** If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement will be construed as if the provision did not exist and the non-enforceability of the provision will not be held to render any other provision or provisions of this Agreement unenforceable.

16. **Assignment.** No Party shall assign, transfer, sublet, or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Parties.

17. **Ownership of Proprietary Information.** Unless otherwise provided by law or this Agreement, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Agreement), or any other documents or drawings, prepared or in the course of preparation by any Party in performance of its obligations under this Agreement shall be the joint property of all Parties.

18. **Public Records.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

19. **Confidentiality.** Each Party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that Party to the extent that such information is confidential by law or otherwise required by this Agreement.

20. **Proper Authority.** The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth in paragraph (5).

21. Governing Law; Jurisdiction. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the jurisdiction of the Nevada district courts for enforcement of this Agreement.

22. Entire Agreement and Modification. This Agreement constitutes the entire agreement of the Parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed and intend to be legally bound thereby. This document can be signed in counterparts.

Douglas County Board of Commissioners


Carson City

By: _____
Kelly D. Kite, Chair
Douglas County Commission

By: _____
Marv Teixeira, Mayor
Carson City

Lyon County Board of Commissioners

Storey County Board of Commissioners

By:  _____
Don Tibbals, Chair
Lyon County Commission

By: _____
Greg Hess, Chair
Storey County Commission

Approved as to form:

Approved as to form:

By: _____
Douglas County District Attorney

By: _____
Carson City District Attorney

Approved as to form:

Approved as to form:

By: _____
Lyon County District Attorney

By: _____
Storey County District Attorney

Attest:

By: _____
Barbara J. Griffin
Douglas County Clerk

Attest:

By: _____
Alan Glover
Carson City Clerk

Attest:

By: _____
Nikki Bryan
Lyon County Clerk

Attest:

By: _____
Vanessa Dixon
Storey County Clerk

EXHIBIT A

Jim Gibbons
Governor

Nevada Department of
Public Safety

Jearld Hafen
Director

Frank Siracusa
Chief

Division of Emergency Management

2478 Fairview Drive
Carson City, Nevada 89701

Telephone (775) 687-0300 • Fax (775) 687-0322 • <http://dem.state.nv.us/>

June 4, 2008

Richard Mirgon, Director
Douglas County Emergency Operations
P.O. Box 218
Minden, NV 89423


Dear Mr. Mirgon,


The State of Nevada greatly appreciates the effort put forth by Douglas County in acquiring the Public Safety Interoperable Communications (PSIC) Grant.

I am pleased to enclose a PSIC grant award in the amount of \$1,196,000 for the Multi County Ethernet Microwave Interconnect project. Attached to your award is a copy of the approved budget and work plan by which you are obligated to abide by. Please be aware that any deviation will require advance approval from this Division through utilization of a "Project Change Request" form.

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

If we can be of any assistance to you in the performance of this grant, or if you have any questions regarding this grant, please do not hesitate to contact the Division of Emergency Management at (775) 687-0300.

Cordially,


Frank Siracusa
Chief

enclosures

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

Grant Award	
SUBGRANTEE: Douglas County Emergency Operations	PROJECT NO: 1155507
ADDRESS: P.O. Box 218 Minden, NV 89423	
PROJECT TITLE: FY07 Public Safety Interoperable Communications (PSIC) Multi-County Ethernet Microwave Interconnect	FEDERAL GRANT FUNDS: \$1,196,000.00
GRANT PERIOD: 10/01/07 09/30/10	MATCHING FUNDS: \$244,450.00
	TOTAL INVESTMENT: \$1,440,450.00
	TOTAL FEDERAL AWARD: \$1,196,000.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
ACQUISITION		\$877,800.00
DEPLOYMENT		
TRAINING (No Match Requirement)		\$10,200.00
PLANNING/COORDINATION		\$208,000.00
OTHER		
SUB-GRANTEE MATCH - CASH and IN KIND		\$244,450.00
FEDERAL GRANT FUND TOTAL		\$1,196,000.00

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. Stracusa, Chief		Richard Mirgon, Director	
Name and Title of Appointing Official		Name and Title of Appointing Official	
<input checked="" type="checkbox"/> <i>Frank S. Stracusa</i>		<input checked="" type="checkbox"/>	
Signature of Approving Official	Date: 6-6-08	Signature of Approving Official	Date:

Form: OEM-001

 ORIGINAL

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

Grant Award	
SUBGRANTEE: Douglas County Emergency Operations	PROJECT NO: 1155507
ADDRESS: P.O. Box 218 Minden, NV 89423	
PROJECT TITLE: FY07 Public Safety Interoperable Communications (PSIC) Multi-County Ethernet Microwave Interconnect	FEDERAL GRANT FUNDS: \$1,196,000.00
GRANT PERIOD: 10/01/07 09/30/10	MATCHING FUNDS: \$244,450.00
	TOTAL INVESTMENT: \$1,440,450.00
	TOTAL FEDERAL AWARD: \$1,196,000.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
ACQUISITION		\$977,800.00
DEPLOYMENT		
TRAINING (No Match Requirement)		\$10,200.00
PLANNING/COORDINATION		\$208,000.00
OTHER		
SUB-GRANTEE MATCH - CASH and IN KIND		\$244,450.00
FEDERAL GRANT FUND TOTAL		\$1,196,000.00

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	Richard Mirgon, Director
Name and Title of Appointing Official	Name and Title of Appointing Official
X <i>[Signature]</i> 6-6-08	X <i>[Signature]</i>
Signature of Approving Official Date:	Signature of Approving Official Date:

Form: OEM-001

CONFIRMATION COPY

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: _____ TITLE: _____

HERE



SIGNATURE: _____ DATE: _____

*** 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 with supporting documentation 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. All equipment requested must be on the approved equipment list (AEL). Late reports, unless approved by DEM, could delay reimbursement.

Reports consist of:

- A) Division of Emergency Management Quarterly Financial Report
- B) Quarterly Project Progress Report
- C) Approved Budget Detail/Expenditure Balance spreadsheet

All documents used for reporting are provided by DEM

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. The Project Change Request form must be accompanied by a Revised Budget Detail/Expenditure Balance spreadsheet.

4. Grantee/Sub-Grantee understands that the Quarterly Progress Summary will be submitted with the Quarterly Financial Report at the end of each quarter.

5. Grant revenue and expenditure records must be maintained and made available to the DEM for audit.

6. 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.

7. 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.

8. 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.

9. Grantee/Sub-grantee 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.

10. 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.

11. NIMS compliance see attached appendix A

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

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

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.

Reports consist of:

- A) Division of Emergency Management Quarterly Financial Report
 - B) Quarterly Progress Summary
 - C) Program Narrative
 - D) Budget Detail/Expenditure Balance spreadsheet
- All documents used for reporting are provided by DEM

2. A completed Project Plan form shall be submitted to DEM prior to any grant funds being encumbered or expended, but in any event no later than 60 days following grant award. Late submission could result in delay of reimbursement, and failure to comply could result in non-payment of reimbursement claims.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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).

11. The Program Narrative for exercises shall address the following required elements of the Nevada Exercise Program (refer to the attached Nevada Exercise Program for detailed instructions regarding guidance, requirements, exercise document templates, etc):

A) Participation in the Training and Exercise Plan Workshop (T&EPW): Identify the date of the most recent T&EPW attended and any modifications to the existing Multi-Year Exercise and Training Plan (MYTEP) regarding exercise type, date, location, target capabilities, or funding;

B) Exercise Schedule: Verify submission of all required exercise information to the National Exercise Schedule (NEXS) website; and

C) After Action Review / Improvement Plan (AAR/IP): Identify the projected and subsequent actual date of electronic submission of the AAR/IP to DEM within 60 days of the conduct of the exercise utilizing the DHS-approved format and process. One hard copy of the AAR/IP shall be submitted to the DEM Exercise Training Officer and one electronic copy of AAR/IP shall be submitted via the DHS Secure Portal in the Nevada Folder with an email notifying the State of Nevada Exercise Training Officer of the submission.

D) For purposes of the Public Safety Interoperable Communication (PSIC) Grant oversight and coordination of project management, the assigned PSIC project managers and sub-grant awardees are required to submit quarterly project progress reports and coordinate efforts through the Nevada Communication Steering Committee (NCSC). The NCSC shall assure that PSIC/DHS guidelines and project scopes are maintained.

HERE

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

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

**FFY07
Nevada
Public Safety Interoperable Communications
(PSIC)**

Project Plan

for

Ethernet Microwave

A. Document Review and Approval Signature Block

The section provides a means of tracking the review and approval of this Project Plan Document. This is also the list of who has authority to approve changes in this document and by definition, the Project Management Team. All parties listed below must approve this document before the project exits the Initiation Phase.

Name	Signature	Date	Comments / Issues / Concerns
Steering Committee Approval – Chair:	R. Mirgon	5/30/08	
Project Manager:	R. Mirgon	5/30/08	

B. Document Revision History

The revision history shows the history for this document and provides descriptions of particular changes made.

Version	Date	Description	Name
1.0	5/29/08	Original Plan	R. Mirgon

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C. Introduction

C.1 Document Purpose

The purpose of this Project Plan document is to:

- Define the scope and objectives of the project.
- Specify the requirements and assumptions.
- Define the project resources and limitations.
- Identify the project stakeholders and the project team.
- Describe the methodology and process the project will use to progress from start to finish.
- Provide the basis against which expectations of benefits and progress can be evaluated.
- Define project risks, mitigation strategies and contingency plans.
- Identify project communication requirements and reporting mechanisms.
- Ensure that all project stakeholders understand and approve of the project scope.

The intended audience is the sponsor, the project stakeholders, the project team and administrative/audit/oversight parties.

C.2 Abbreviations, Acronyms and Definitions

The following abbreviations, acronyms, and definitions are used in this document.

<i>Term</i>	<i>Definition</i>
DHS	Department of Homeland Security, a federal agency and grantor.
NHSC	Nevada Homeland Security Commission
DEM	Nevada Division of Emergency Management, the State Administrative Agency
CCOEM&HS	Clark County Office of Emergency Management and Homeland Security

C.3 References and Associated Documents

The following documents were used for reference in the generation of this Project Plan, and are identified here for reference and additional information as project work proceeds.

<i>ID</i>	<i>Name</i>	<i>Document Description</i>
C.3.1	National Preparedness Goal (Interim) – HSPD8 - 31Mar05	Defines national preparedness, capabilities-based planning and identifies national priorities. http://www.ojp.usdoj.gov/odp/docs/InterimNationalPreparednessGoal_03-31-05_1.pdf
C.3.2	National Response Plan – HSPD5 – Updated 25May05	Establishes a unified, all-discipline and all-hazards approach to domestic incident management, including inter-governmental coordination. http://www.dhs.gov/xlibrary/assets/NRP_FullText.pdf
C.3.3	Target Capabilities List v.2.0	Describes and sets targets for the capabilities required to achieve the four homeland security mission areas: Prevent, Protect, Respond, and Recover

ID	Name	Document Description
		http://www.ncrtac-wi.org/download.php?id=4557778.181.29
C.3.4	Approved Equipment List (AEL)	List of equipment and services approved for purchase with grant funding. http://www.ojp.usdoj.gov/odp/docs/NPD_Authorized_Equipment_List2007.pdf
C.3.5	State of Nevada Strategy for Homeland Security	Strategy for homeland security in Nevada.
C.3.6	Clark County Strategy for Homeland Security	Strategy for homeland security in the Las Vegas Urban Area (Clark County).
C.3.7	"DHS Capability Analysis"	Preliminary process of analyzing present capabilities to identify strengths and weaknesses prior to building the Initiative Plan. Prepared by Nevada grant working group relative to this project.
C.3.8	PSIC Allowable Cost Matrix	PSIC Allowable Cost Matrix http://www.ntia.doc.gov/psic/applicant.html
C.3.9	PSIC IJ Reference Guide	PSIC Investment Justification Reference Guide http://www.ntia.doc.gov/psic/applicant.html
C.3.10	DHS Program Management Handbook	Reference document on grant program management from DHS Office of Grants and Training, Preparedness Directorate.
C.3.11		

1.0 Scope and Description

This section answers the question *what is this project, and why do it?* It describes the project and what it is intended to do, summarizes the justification for the project and the limitations.

1.1 Project Outcome Statement

- Identifies the end-state goal and desired impact of the project in terms of enhanced or developed capability or capacity: it answers the question "what is the fundamental benefit of the project on the preparedness environment?" Generally one sentence. (ref: specific improvement in HSGP Primary Target Capability)

1.1 Project Outcome Statement	
Interconnect radio site and one county building for Carson City, Douglas, Lyon and Story Counties.	

1.2 Project Objectives

- Each identifies a purpose to be achieved or a result to be obtained or a product to be produced or a service to be performed by this Project in achieving the Project Outcome.

ID	Objective Description
1.2.1	Retain project manager.
1.2.2	Identify specific radio sites to interconnect and county building
1.2.3	Create RFP for equipment purchase and installation
1.2.4	Select Vendor
1.2.5	Install Site
1.2.6	Test connectivity
1.2.7	Acceptance

1.3 Requirements Addressed

- Specific user requirements, functional requirements, needs and weaknesses previously identified which are addressed all or in part by the project objectives. Identify where documented within C.3 References and Associated Documents

ID	Requirement, Need or Weakness Addressed	Ref Doc ID: sect/page
1.3.1	45 MB of throughput via dual connection	
1.3.2	IP addressing that is unique and usable to all agencies.	
1.3.3		

1.4 Assumptions and Dependencies

- Assumptions made such as the availability of a specialized resource or function, continued funding for any reason beyond this project, necessary approval by permitting or governing body, etc. Dependencies are those actions or tasks of other projects or programs which must be performed to then allow completion of a task within this project, but are not within management or direct control of this project.

ID	Assumption and/or Dependency
1.4.1	Assumption that each site has space for equipment on tower or in shelter
1.4.2	
1.4.3	

1.5 Limitations and Exclusions

- Aspects or features that a stakeholder might anticipate or have been discussed but which are not included in the project, or limitations which may not otherwise be apparent such as the portion (or remaining part) of a larger Initiative Plan goal which this project will not accomplish.

ID	Limitation and/or Exclusion
1.5.1	
1.5.2	
1.5.3	

2.0 Organization

This section answers the question *who will guide this project and how will it proceed?* It summarizes the organizational framework of the project, including the leadership and how the process will be conducted, measured and communicated.

2.1 Stakeholders, Leadership and Management

- Identifies principle participants, roles and contact information.

<i>Name</i>	<i>Role</i>	<i>Phone</i>	<i>Email Address</i>
Galena Group	Project Manager		
Oversight committee	Subject Matter Experts: advice, guidance, input and review		
	Guidance and technical assistance		
Richard Mirgon	Project Sponsor, ad hoc review and approval	775-782-9977	rmirgon@co.douglas.nv.us
Galena Group	Program Management and Process Assistance	775- 852-4545	stu@galenagroup.com
	Contract Administration		
	Administrative Support		

2.2 Method of Implementation

- Describes the general process that will be used to complete the project. Includes what contractual and/or staff in-house methods may be used to accomplish tasks, how assets may be procured and implemented, generally how training would be accomplished, how subject matter experts may be used, etc.

<i>2.2 Method of Implementation</i>
The project will be managed by an independent consultant with the oversight and review of the 4 county review group consisting of Carson, Lyon, Story and Douglas County. The actual installation and configuration will be by the selected vendor.

2.3 Performance Measurement

- Describes the metrics that will be used to monitor and measure project progress, and who is responsible for tracking and maintaining the metric.

<i>ID</i>	<i>Metric Description</i>	<i>Frequency</i>	<i>Owner</i>
2.3.1	<u>Task Completion</u> – Actual% to Date, Scheduled% to Date, Elapsed Time%	Quarterly	Project Manager:
2.3.2	<u>Funds Expenditure</u> – Actual% to Date, Scheduled% to Date, Elapsed Time%	Quarterly	(Fiscal/Acctg Dept Individual):
2.3.3			

2.4 Communication and Reporting

- Describes the regular reports that must be filed and submitted, and regular and irregular communications that must be maintained.

<i>Description</i>	<i>Audience/Recipient</i>	<i>Delivery Method</i>	<i>Frequency</i>	<i>Owner</i>
Quarterly Financial Report	DEM or CCOEM&HS	Via email	30 days after quarter ending	Douglas County
Quarterly Project Progress Summary	DEM or CCOEM&HS	Via email	30 days after quarter ending	Galena Group

3.0 Budget

This section answers the question *how and how much funds will be used?* It describes the project funding source, budget and the process used to monitor and change the budget if necessary.

3.1 Funding and Source

- Identifies all initial funding amounts and sources.

<i>Funding Source</i>	<i>Amount</i>
PSIC – Public Safety Interoperable Communications	\$1,196,000.00
Total Grant Funds	\$1,196,000.00
Local Funds [jurisdiction/governing body]	\$299,000.00
In-Kind Funding (use of locally-funded personnel, equipment, etc)	\$
Total Local and In-Kind Funding	\$299,000.00
TOTAL PROJECT FUNDING	\$1,495,000.00

3.2 Budget Monitoring, Change and Approvals

- Identifies the individuals by function and position/title responsible for various financial monitoring, accounting, reporting, requesting and approving actions, and the order in which the requesting actions/approvals must occur.

<i>Function</i>	<i>Responsible Position/Title</i>	<i>Agency</i>
Project Budget Responsibility	Director of Technology Services	Douglas County
Project Accounting	Same	Same
Procurement/Purchase Order Initiation	Same	Same
Financial Report Writer/Generator	Same	Same
Financial Change Request Generator	Same	Same
1 st Level Approval Minor Changes, Adds	Same	Same
2 nd Level Approval Shift Between Categories		DEM
3 rd Level Approval Scope Change/Proj\$ Shift		FEMA

3.3 Detailed Budget

- The Detailed Budget shows the major expenditures planned within each budget category and each funding source.
- The Detailed Budget is submitted with every Financial Change Request, showing the shift and change in funding proposed. If the Change Request is approved, the submitted Detailed Budget becomes the approved Detailed Budget, and the version number and approval date are updated accordingly.
- The Detailed Budget is attached as **Appendix A3.3 Detailed Budget**.

4.0 Work Plan

This section answers the question *who will do what, and when?* It describes the personnel and resources needed to accomplish the project, the tasks that must be accomplished, and the schedule that identifies how long, in what order and when the tasks will be accomplished.

4.1 Personnel Required

- The following describes all personnel needed to perform tasks and direct management of the project. This includes both grant and non-grant funded labor, both contractors and government staff. Not included here are oversight, steering and advisory committees and members, and governing bodies and members.

ID	Title or Function	Description of Work to Be Performed
4.1.1	Project Oversight Team	Review and oversight of project
4.1.2	Project Lead	General oversight
4.1.3	Project Manager	Develop RFP, manage vendor.

4.2 Other Resources Required

- Identifies all other non-labor, non-financial resources needed to accomplish project tasks, e.g. storage facility, training rooms, etc. These are resources used to accomplish the project, but not property acquired by the project and meant to be a permanent part of the completed project.

ID	Resource Name	Description and Source
4.2.1		
4.2.2		
4.2.3		

4.3 Tasks and Assignments

- Describes the major tasks to be accomplished and what Objectives (reference 1.2 ID numbers) are addressed by the Task. A major task, for example, might be "contract process" and might consist of additional sub-tasks briefly described here as "RFP development, issuance, evaluation, negotiation, execution and approval to put a contract in place". Expand as needed.

Task ID	Task Name	Description	Objective Addressed (ref 1.2 ID)
4.3.1			
4.3.2			
4.3.3			

- Identifies resources assigned to the major tasks described above, including funds, personnel and other facilities. Budget Category and Budget Line Item refer to *Appendix A3.3 Detailed Budget*. Assigned Resources refer to 4.1 and 4.2 ID

Task ID	Task Name	Budget Cat E-D-T/E-P/C*	Budget Line Item (ref A3.3)	Assigned Resources (ref 4.1 and 4.2 IDs)
4.3.1				
4.3.2				
4.3.3				

**(Per PSIC guidance: Equipment, Deployment, Training/Exercise, Planning/Coordination)*

4.4 Schedule

- The Schedule shows the major tasks and defines their duration and start/stop points in terms of months. The stop point or completion of a major task may be considered a milestone, and additional milestones may be shown as appropriate. The Project Schedule format also serves as a project performance measurement and reporting tool.
- The Schedule is attached as *Appendix A4.4 Project Schedule*.

5.0 Risk

This section answers the question *what risks may become significant problems, and how can they be avoided or minimized?* It describes the risks, mitigation strategies to minimize the risk, and contingency strategies for coping should the risk become a problem. Examples are shown, use, delete, expand as needed.

5.1 Identified Risks, Mitigation and Contingency

<i>ID</i>	<i>Description</i>	<i>Mitigation</i>	<i>Contingency</i>
5.1.1	Loss of individual contributor support and willingness to work on project	Reduce size of project	Find new contributor.
5.1.2	Loss of grant funds due to time delays and grant cycle deadline	Limit project size	End project
5.1.3	Loss of project participant will and cohesiveness due to disagreement or demotivation	Same as 5.1.1	Same as 5.1.1
5.1.4			