

**WASHOE COUNTY, NEVADA
LOCAL EMERGENCY PLANNING COMMITTEE
GRANT PROGRAM CONTRACT**

THIS CONTRACT, is entered into as of this _____ day of _____, 2012 by and between **Washoe County**, a political subdivision of the State of Nevada, (hereinafter referred to as "Washoe County" or "Grantee"), and the **Sparks Fire Department**, a government agency, having a business address located 1605 Victorian Ave., Sparks, NV 89431 (hereinafter referred to as the Subgrantee").

WITNESSETH:

WHEREAS, Washoe County is a member of the Local Emergency Planning Committee (LEPC) and on behalf of LEPC members, Washoe County made applications to the Nevada State Emergency Response Commission (SERC) for the 2013 State Emergency Response Commission (SERC), United We Stand (UWS) grant; and

WHEREAS, in response to the applications, Washoe County is subgrantee of state funds through the Nevada State Emergency Response Commission under a number of grant awards and Washoe County as subgrantee and fiscal agent for LEPC desires to further subgrant these funds to the government agencies that are members of LEPC and whose requests were submitted by Washoe County on behalf of LEPC; and

WHEREAS, the grant funds received from the Nevada State Emergency Response Commission will provide for the assistance to jurisdictions to relate to prevention of, mitigation of, and/or response to hazardous materials incidents or otherwise meet community needs in the Truckee Meadows; and

WHEREAS, Washoe County, as the designated subgrantee under the grant awards referred to herein, as fiscal agent for LEPC, and as Grantee herein, desires to pass through to the Subgrantee funds in the amount of **\$5,940.00** to assist the Subgrantee in meeting the program measurable outcomes; and

WHEREAS, the Subgrantee's legal status is as a recognized government agency the Subgrantee is in good standing in its state of formation; and

WHEREAS, in consideration of receipt of this funding, the Subgrantee agrees to abide by the terms and conditions of this Contract and the grant itself.

NOW, THEREFORE, the parties agree as follows:

1. **DEFINITION OF TERMS**

- a. Program Measurable Outcomes: The program measurable outcomes, which are mutually agreed to by the Grantee and the Subgrantee as outlined within the Contract are to be met by the end of the Contract period.
- b. Agency Grant Coordinator: The Agency Grant Coordinator is the individual from the Subgrantee who will be responsible for the administration of the program and communications with the Grantee Staff.
- c. State and Federal Accounting Laws: The various State and Federal Accounting Laws are available on the Internet at the locations provided in Exhibit A, and are incorporated by reference primarily for use by Subgrantee accountants.

2. **NOTICES**

Communications and details concerning this Contract shall be directed to the following Contract representatives:

GRANTEE

Washoe County
Cathy Ludwig
LEPC Grants Coordinator
P.O. Box 11130
5195 Spectrum Blvd.
Reno, NV 89520-0027
(775) 337-5859
(775) 337-5894 (Fax)
Email: cludwig@washoecounty.us

SUBGRANTEE

Sparks Fire Department
Capt. Joe Warner/Capt. Eric Millette

1605 Victorian Ave.
Sparks, NV 89431
(775) 848-3535
(775) 846-1468
Email: jwarner@cityofsparks.us
Email: emillette@cityofsparks.us

3. **PROGRAM MEASURABLE OUTCOMES**

- a. The Subgrantee shall do, perform and carry out, in a satisfactory and proper manner, as determined by Grantee Staff, the following program measurable outcomes:

- A. **PROGRAM: State Emergency Response Commission
Grant # 13-UWS-16-01**

PERFORMANCE MEASURES:

- 1. Funding will be used to purchase the following equipment:
One (1) Williams Powder Keg, 75-lb Dry Chemical Fire Extinguishment System
Shipping

4. COMPENSATION

Upon compliance with the requirements in this Contract, the Subgrantee shall be paid the dollar amounts outlined in the following budget requirements:

**B. PROGRAM: State Emergency Response Commission
Grant # 13-UWS-16-01**

| Description | Amount | |
|--|-------------------|--|
| One (1) Williams Powder Keg, 75-lb Dry Chemical Fire Extinguishment System | 5,800.00 | |
| Shipping | 140.00 | |
| Total | \$5,940.00 | |

GRAND TOTAL AMOUNT: \$5,940.00

Form of financial backup agency will provide: Copies of paid invoices, receipts and/or agency records of disbursements.

5. METHOD OF PAYMENT

Reimbursement of Expenses: Reimbursement will be paid after eligible expenses have been incurred and expended under this Contract in conformance with the terms and conditions of said Contract. Subgrantee will submit requests for reimbursement of funds to Grantee Staff on forms provided by Grantee.

6. TERM

This Contract is in effect from the date of execution to and shall continue for a term that is coextensive with the 2013 State Emergency Response Commission (SERC) grant and the LEPC approved performance periods for the LEPC Priorities listed in Section 4, or June 30, 2013, whichever comes first.

7. GENERAL TERMS AND CONDITIONS

- a. **Required Reports:** Each quarter Subgrantee is required to submit to Grantee for Grantee's reporting requirements to the Nevada State Emergency Response Commission (SERC), a complete financial report on the disposition of grant funds for equipment, planning, and training projects.

1. Quarterly Reports:

As this is a sub-grant and the Nevada State Emergency Response Commission (SERC) requires quarterly financial reports based on the calendar year for the purposes of this Contract the first quarter will begin upon the execution of the Contract and end on June 30, 2013. Thereafter quarters shall begin on October 1, 2012, January 1, 2013, and April 1, 2013. Reporting shall be submitted to the Grantee Staff identified in section 3 above, on or before the fifteenth of the month following the end of each quarter.

- b. **Required Project Record Keeping and Bookkeeping.** The Subgrantee agrees to provide for bookkeeping and record-keeping on a program basis using approved bookkeeping and record-keeping systems and to retain program records for four years from the time of termination of this Contract. The bookkeeping and program records shall be open and available for inspection and audit at any time by the Grantee Staff. Subgrantee agrees that grant funds cannot be used to pay for audits unless a written agreement to that effect is in place. However, audits are required as follows:

An annual audit covering the grant year(s) in this Contract must be submitted to the Grantee within 90 days of the end of the grant year.

NOTE: Audits must be completed by a certified public accountant and comply with all applicable standard accounting practices.

- c. **Purchase of Equipment and Supplies.** Subgrantees that are governmental entities must follow the Local Government Purchasing Act. No lead-based paint is to be purchased or used on any project.
- d. **Legal Actions Against Subgrantee.** If any legal action is filed against the Subgrantee, the Subgrantee shall immediately notify Grantee staff.
- e. **Indemnification.** It is agreed that each party will be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that party arising from any act or failure to act by any of that party's employees, agents, or servants in connection with the performance of obligations assumed pursuant to this agreement. Subject to the limitations of applicable laws, and without waiving any statutory protections, the parties further agree to hold harmless, indemnify and defend each other from any and all losses, liabilities, or expenses of any nature to the person or property of another, to which each may be subjected as a result of any claim, demand, action, or cause of action arising out of the acts, errors or omissions on the part of the employees, agents or servants or the other.

The indemnification obligation set forth above is conditioned upon receipt of prompt written notice by the indemnifying party of the indemnified party's actual notice of any action or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

- f. **Legal Actions Against Subgrantee.** If any legal action is filed against the **Subgrantee**, the **Subgrantee** shall immediately notify Grantee staff. Subgrantee will not use any funds or resources, which are provided by Grantee under this Contract in litigation against any person, natural or otherwise, or in its own defense in any such litigation.
- g. **Equipment and Personal Property.** All equipment and personal property purchased by the Subgrantee, with funds obtained pursuant to the Contract, shall be the property of the Subgrantee unless otherwise provided in writing by the Grantee, or by the terms specified in the Program Measurable Outcomes.
- h. **Assignment of Contract.** It is agreed by and between the parties hereto that neither this Contract nor any part thereof may be assigned by the Subgrantee without the written consent of Grantee, and that in the event that the Subgrantee attempts to make an assignment in violation of this Contract, the Grantee may, at its option, terminate this Contract and be relieved of further obligation to the Subgrantee.
- i. **Federal Procurement Eligibility.** The Subgrantee certifies that as a non-federal entity, the Subgrantee and its principals have not been themselves or contracted with any entity that has been suspended or debarred by the Federal Government, and are not listed in the list of parties excluded from the Federal procurement or non-procurement programs issued by the General Services Administration. This regulation applies not only to physical improvements and construction, but also services.
- j. **Compliance with Laws.** The Subgrantee agrees to follow all federal, state and local laws pertaining to the operation of said agency.
- k. **Funding.** Funding under this grant is to be used only for eligible and approved activities.
- l. **Amendment; Waiver.** This Contract shall not be modified, amended, rescinded, canceled or waived, in whole or in part, except by written amendment signed by duly authorized representatives of the parties. No additional grants, monetary increase amendments, or time extension amendments, will be approved unless all financial and performance reports are current. No waiver of any of the provisions of this Contract shall be deemed to be a waiver of any other provisions, regardless of similarity, and no waiver shall constitute a continuing waiver. Forbearance or failure to declare a

default or pursue a remedy shall not constitute a waiver except as provided in this Contract.

- m. **Drafting Presumption.** The parties acknowledge that this Contract has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against the Grantee as the drafter of this Contract.
- n. **Grounds for Reduction of Compensation or Termination of the Contract.** The Grantee Staff reserves the right to terminate this Contract or to reduce the Contract compensation amount upon written notification to the Subgrantee that any one or more of the following has occurred:
- (1) Failure of the Subgrantee to file quarterly reports as provided in this Contract;
 - (2) Expenditures under this Contract for ineligible activities, services, or items;
 - (3) Failure to comply with written notice from Grantee of substandard performance in scope of services under the terms of this Contract;
 - (4) Failure of the Subgrantee to comply with any applicable accounting laws;
 - (5) Subgrantee employees, officers or its designees or agents 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) Notification by the State of Nevada, Emergency Response Commission, that Washoe County's agreement with the State for funds necessary to fund this Contract is being terminated; or
 - (7) In the event Grantee fails to appropriate or budget funds for administering the Contract, Grantee will notify Subgrantee that this Contract is being terminated.

9. **JURISDICTION AND GOVERNING LAW**

It is understood and agreed by and between the parties hereto that this Contract shall be deemed and construed to be entered into and to be performed in Washoe County, State of Nevada, and it is further understood and agreed by and between the parties hereto that the laws of the State of Nevada shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

10. **OTHER PROVISIONS**

During the performance of this Contract, the Subgrantee must follow:

a. **Equal Employment Opportunity.**

- (1) The Subgrantee will not discriminate against any employee or applicant for employment or individual receiving the benefit of the Subgrantee's services because of race, creed, religion, color, age, national origin, political affiliation, sex, sexual orientation, familial status, or disability (as provided in Section 504 of the Rehabilitation Act of 1973, as amended). The Subgrantee will take action to ensure that all applicants are considered equally. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subgrantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Such action shall include individuals benefiting from program services/activities.
- (2) Vietnam Veterans. The Subgrantee agrees to comply with Section 402 - Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Act.
- (3) The Subgrantee agrees to comply with any federal regulations issued pursuant to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended.

b. **Hatch Act.** Neither the Subgrantee program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

c. **Drug-Free Workplace Requirements.** The Subgrantee agrees to conform to the guidelines set forth in the certification regarding Drug-Free Workplace Requirements. The Subgrantee is required to submit an executed copy of the certification prior to the encumbrance of grant funds.

d. **Influence/Lobbying Requirements.** The Subgrantee agrees to conform to the guidelines set forth in the certification regarding Influence/Lobbying

Requirements. The Subgrantee is required to submit an executed copy of the certification prior to the encumbrance of grant funds.

11. AUTHORITY TO ENTER INTO CONTRACT.

The undersigned person signing as an officer on behalf of the Subgrantee, a party to this Contract, hereby warrants and represents that said person has actual authority to enter into this Contract on behalf of said Subgrantee and to bind the same to this Contract, and, further, that said Subgrantee has actual authority to enter into this Contract and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date entered into on the first page hereof.

SPARKS FIRE DEPARTMENT

By: _____
Andreas Flock, Fire Chief

Date: _____

CITY OF SPARKS

By: _____
Geno Martini, Mayor

Date: _____

ATTEST

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney's Office

Date: _____

WASHOE COUNTY

By:  _____
Katy Simon, County Manager

Date: 8/30/12

STATE LAWS

NRS Chapter 332 Purchasing: Local Governments

<http://www.leg.state.nv.us/NRS/NRS-332.html>

NRS Chapter 353A Internal Accounting and Administrative Control

<http://www.leg.state.nv.us/NRS/NRS-353.html>

NRS Chapter 354 Local Financial Administration

<http://www.leg.state.nv.us/NRS/NRS-354.html>