



# STATE OF NEVADA MEETING NOTICE AND AGENDA EMERGENCY PREPAREDNESS WORKING GROUP

**Name of Organization:** Emergency Preparedness Working Group

**Date and Time of Meeting:** March 28, 2022 at 1:00 p.m.

**Visual Access:** There will be no physical location for this meeting. The meeting can be listened to, or viewed live, over the Internet through the Nevada Division of Emergency Management YouTube channel at:  
<https://www.youtube.com/channel/UCFGa6exzrZdlqA6PP55kfqq>

**Conference Line Access:** Conference line #: (669) 219-2599  
Meeting ID# 686 738 8625  
When prompted for Participant ID, please press #

Current Voting Membership		
Name	Title	Representing
Ken Elgan	Sheriff	Esmeralda County
Lee Cabaniss	Emergency Manager	Elko County
Billy Samuels	Deputy Fire Chief	Clark County
Scott Lewis	Director, Emergency Management	Nye County
Eric Holt	Emergency Manager	Lincoln County
Brett North	Emergency Manager	White Pine County
Current Non-Voting Membership		
Jon Bakkedahl	Deputy Administrator, EPWG Chair	Nevada Division of Emergency Management
Yuri Graves – Primary Representative	Emergency Management Specialist/ Continuity of Operations Coordinator – Primary Representative	U.S. Department of Energy (DOE), National Nuclear Security Administration (NNSA)
Tiffany Gamero	Alternate Representative	U.S. Department of Energy (DOE)
Carol Dinsman	Alternate Representative	U.S. Department of Energy (DOE)



## STATE OF NEVADA MEETING NOTICE AND AGENDA EMERGENCY PREPAREDNESS WORKING GROUP

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This meeting will be video or teleconferenced as specified beginning at 1:00 p.m. The Emergency Preparedness Working Group (“Working Group”) may act on items marked “For Possible Action.” Items may be taken out of the order presented on the agenda at the discretion of the Chair. Items may be combined for consideration by the Working Group at the discretion of the Chair. Items may be pulled or removed from the agenda at any time.

**Please Note:** Witnesses wishing to have their complete testimony/handouts included in the permanent record of this meeting should provide a written or electronic copy to the Working Group administrative support staff. Minutes of the meeting are produced in a summary format and are not verbatim.

1. **CALL TO ORDER AND ROLL CALL** – Chair, Jon Bakkedahl, Nevada Division of Emergency Management and Homeland Security (DEM/HS)
2. **PUBLIC COMMENT**– (Discussion Only) – No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken. Public comments may be limited to 3 minutes per person at the discretion of the Chair. Comments will not be restricted based on viewpoint.

To provide testimony during this period of public comment via telephone, please call in any time after 12:30 p.m. on the day of the meeting by dialing (669) 219-2599. When prompted to provide the Meeting ID, please enter 686 738 8625 then press #. When prompted for a Participant ID, please press #. When asked to provide public comment, please press \*6 to unmute your phone and \*6 again when your comments are complete.

**Please be advised that the YouTube stream will be between 60-90 seconds behind the live meeting. If you would like to present public comment, please call in using the above number to hear the meeting live.**

3. **APPROVAL OF MINUTES** – (Discussion/For Possible Action) – Chair Jon Bakkedahl. The Working Group will discuss and review the minutes of the December 6, 2021, meeting. The Working Group will determine whether to approve the meeting minutes.
4. **UPDATES FROM THE NEVADA DIVISION OF EMERGENCY MANAGEMENT/HOMELAND SECURITY (DEM/HS)** – (Discussion Only) – Chair Jon Bakkedahl, will introduce the new Grants and Fiscal managers at DEM/HS. Jared Franco, DEM/HS Administrative Services Officer III, and Susan (Suz) Coyote, DEM/HS Grants/Recovery Manager, will briefly introduce themselves and provide background on their state work history.

5. **EMERGENCY PREPAREDNESS WORKING GROUP (EPWG) GRANT ALLOCATIONS** – (Discussion Only)– Jared Franco, DEM/HS. Mr. Franco will be presenting the EPWG Grant allocations of each of the six membership counties, Clark, Nye, Lincoln, Esmeralda, White Pine, and Elko, and the amount of rollover from the last Agreement-in-Principle (AIP) grant cycle ending in 2018, as well as, the 2019-2024 contract awards and release dates.
6. **GRANT APPLICATION FORMS** – (Discussion/For Possible Action) – Chair Jon Bakkedahl, will discuss the path forward on EPWG grant applications, Quarterly Progress Reports (QPRs), and Quarterly Financial Reports (QFRs). The Working Group will have the opportunity to discuss the application forms and vote on their approved use moving forward.
7. **EPWG JURISDICTON PRESENTATION** – (Discussion Only) – Chair Jon Bakkedahl, will discuss and establish a new standing presentation by one of the six EPWG member jurisdictions to report to the Working Group with slides and pictures demonstrating how their jurisdiction has used EPWG funding over the past 12-18 months. No jurisdiction is due on this agenda.
8. **REVIEW EPWG CHARTER AND BYLAWS** – (Discussion/For Possible Action) – Chair Jon Bakkedahl, will discuss with the Working Group the current Charter and Bylaws. The Working Group will review the meeting schedules, currently quarterly, and discuss a previous request of semi-annual meetings.
9. **PUBLIC COMMENT** – (Discussion Only) – No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken. Public comments may be limited to 3 minutes per person at the discretion of the Chair. Comments will not be restricted based on viewpoint.

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10. **ADJOURNMENT** – (Discussion/For Possible Action)

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This is a public meeting. In conformance with the Nevada Public Meeting Law, this agenda was posted or caused to be posted on or before 9:00 a.m. on March 23, 2022, at the following locations:

Nevada State Emergency Operations Center, 2478 Fairview Drive, Carson City, NV; and

Posted to the following websites:

- Division of Emergency Management and Homeland Security Public Meeting Notifications and Information Website:  
[https://dem.nv.gov/DEM/DEM\\_Public\\_Meeting\\_Information/](https://dem.nv.gov/DEM/DEM_Public_Meeting_Information/)
- Nevada Public Notice Website: [www.notice.nv.gov](http://www.notice.nv.gov)

To navigate to Division of Emergency Management and Homeland Security administered meetings, please do the following:

- Within the Government column, select **State**.
- Within the Entity column, select **Office of the Military – Nevada Division of Emergency Management**.
- Within the Public Body column, select the **Nevada Emergency Preparedness Working Group**; results will populate on the page.

We are pleased to make reasonable accommodations for members of the public who are disabled. If special arrangements for the meeting are necessary, or if there is a need to obtain copies of any supporting meeting materials, please notify Sherrean K. Whipple, Division of Emergency Management and Homeland Security, at 775-687-0300. 24-hour advance notice is requested. Thank you.



## Meeting Minutes Emergency Preparedness Working Group

<b>Attendance Record</b>	<b>DATE</b>	December 6, 2021	
	<b>TIME</b>	2:00 p.m.	
	<b>LOCATION</b>	Clark County Fire Administration Building 2 <sup>nd</sup> Floor Conference Room / MACC 575 E. Flamingo Road Las Vegas, NV 89119	
	<b>METHOD</b>	Zoom Teleconference Conference line #: (669) 219-2599 Meeting ID# 405 396 0059	
	<b>RECORDER</b>	Karen Hall	
<b>Committee Members</b>	<b>Present</b>	<b>Staff and Others</b>	<b>Present</b>
David Fogerson – Chair	X	Karen Hall – Support Staff	X
Ken Elgan (Esmeralda)	Abs	Sherrean Whipple – Support Staff	X
Lee Cabaniss (Elko)	X		
Billy Samuels (Clark)	X		
Scott Lewis (Nye)	Abs		
Eric Holt (Lincoln)	X		
Brett North (White Pine)	Abs		
Yuri Graves (NNSA)	X		
Tamera Gamero (DOE)	X		

### 1. CALL TO ORDER AND ROLL CALL

Chair, David Fogerson, Nevada Division of Emergency management and Homeland Security (DEM/HS) called the meeting to order. Karen Hall, DEM/HS performed roll call, and quorum was established for the meeting.

### 2. PUBLIC COMMENT

Chair Fogerson opened the first period of public comment. No public comment was provided during this period.

### 3. APPROVAL OF MINUTES

Chair Fogerson opened discussion on the approval of the minutes from the September 16, 2021, Emergency Preparedness Working Group (EPWG) meeting. Deputy Chief Billy Samuels, Clark County Fire Department, motioned to approve the minutes as presented. Lee Cabaniss, Elko County, seconded the motion. All were in favor with no opposition. Motion passed unanimously.

**4. REVIEW OF THE CURRENT EMERGENCY PREPAREDNESS WORKING GROUP (EPWG) CHARTER**

Chair Dave Fogerson explained that the group will review the existing EPWG charter. Chair Fogerson explained that NRS dictates which groups are established by law, what they do, and how often they meet, and that the EPWG group is established on the power of the Chief of the Division under NRS 414, which allows the group the legislative ability to provide advice, thus establishing it as a charter rather than a bylaw. Chair Fogerson asked the group for comments and any requested changes to the charter.

Chief Billy Samuels indicated that Item 6, Officers and Duties, calls for a Vice Chair and asked if the group has a Vice Chair.

Chair Dave Fogerson explained that the Chair is appointed by the Chief and then the Vice Chair is elected by the workgroup and as such, can be appointed. Chair Fogerson indicated that Vice Chair election would be added to the next agenda. Chair Fogerson further clarified that the Chair position is appointed administratively.

Yuri Graves indicated that in the non-voting member section under Number 2, there is verbiage regarding the National Nuclear Security Administration for which he can send an update to include DOE as well as the Nevada National Security site.

Chair Dave Fogerson indicated that he would update that in the charter.

**5. BRIEFING ON CHANGES WITHIN THE DIVISION OF EMERGENCY MANAGEMENT**

Chair Dave Fogerson informed the group that Kelly Anderson has received a promotion and moved on to the Governor's Finance Office. Chair Fogerson also informed the group that Justin Luna has received a promotion and moved over to the Legislative Council Bureau (LCB). As such, Chair Fogerson explained, neither is with the Division any longer. Chair Fogerson informed the group that a deputy's position was closed on Friday and interviews the list of finalists will begin shortly. Chair Fogerson further indicated that Justin Luna's position has been flown internally to the state but may be external as well. Chair Fogerson informed the group that the Emergency Manager Program Manager position will also be flown shortly. Chair Fogerson explained that some reorganization has taken place as a result of Kelly and Justin's leaving and the bringing on of a new deputy chief. Chair Fogerson informed the group that two sections will be created within the Division: Operations, which will be composed of the Preparedness Division currently led by Jon Bakkedahl; and the Interoperable Section currently led by Melissa Friend, which will be renamed Mission Support. Chair Fogerson explained that the name was chosen to align with FEMA's naming of that section, as well. Chair Fogerson further explained that Mitigation has been moved over into Preparedness in order to provide a higher view to bi-level the organization. Chair Fogerson indicated that Janell Woodward will be moving over to the Preparedness section. Chair Fogerson further indicated that Grant

**DRAFT MINUTES – For review at the next EPWG Meeting 2022**

and Fiscal will be led by the ASO 3 position, and the Fiscal Division that formerly was run by the ASO 3 will now be run by the ASO. Chair Fogerson further indicated that the Emergency Management Program Manager will be over the Grants Department, which will consist of two sections: Recurring Grants, which includes EPWG, EMPG, HSTP, and other grants, led by Samantha Hill-Cruz; and the Recovery Section that handles all public assistance and COVID grants led by Suz (phonetic) Coyote. Mitigation will be moved out from under Ms. Coyote in order to allow her more time and ability to supervise. Chair Fogerson explained that DEM will hopefully be interviewing for the Deputy Chief position within a week or so and that by that time, an ASO should already be in place and the hiring of the grant manager will be taking place, as well. Chair Fogerson explained that points of contact for the time being are those that were directly below Justin or Kelly, who can then direct folks to the right person/department. Chair Fogerson explained that the reorganization of the Department will help with emergency management at the state level where everything is locally executed, state-guided, and federally supported.

**6. DISCUSSION ON THE UTILIZATION OF EPWG FUNDING ASSOCIATED WITH PROJECTS SUBMITTED BY EPWG MEMBERSHIP**

Chair Dave Fogerson indicated his desire to check in with the group regarding whether or not they are receiving monies and if it is in use for the purposes intended. Chair Fogerson opened discussion for the group provide ideas to look at collectively for a system that may work better than the current one in place.

Karen Hall explained that there has not been any difficulty in spending funds, that the last QFR for '19 has been put in and the award for '20, which was discussed in September, is being awaited.

Eric Holt indicated that Lincoln County also has closed out 2019 and is awaiting the 2020 award. Mr. Holt explained that this funds a good portion of the emergency manager position and program in the county and as such, is critical funding. Mr. Holt explained that the other portion funds the hazmat program.

Chair Dave Fogerson explained that this grant process still runs a bit under the radar and it is his intent to ensure that everyone realizes the importance of this funding to the counties and the maintaining of the Emergency Management Homeland Security enterprise.

Karen Taylor explained that Clark County funds a part-time position with this funding and due to the delay in expediting the 2020 funds, the part-time position needed to be eliminated.

Tiffany Gamero asked if the 2020 funds were coming from DEM to the counties or from DOE to DEM.

Karen Taylor indicated that Clark County has not received an award letter from NDEM.

Chair Dave Fogerson explained his intention to follow up on whether or not DEM has received the funds to hand down to the counties, indicating that if they have received them, it is possible that the distribution is delayed due to the current personnel changes.

**7. DISCUSSION ON PLANNING, ORGANIZATION, EQUIPMENT, TRAINING, AND EXERCISE (POETE) NEEDS UNDER THE PURVIEW OF THE EPWG**

Chair Dave Fogerson informed the group of his desire to check in with the members regarding how the things covered under this agenda item are working for them and to obtain input on how to potentially improve collaboration with and among the counties. Chair Fogerson also asked for suggestions on how help can be provided either jointly or individually regarding the planning, organizing, training, equipping and exercise. Chair Fogerson did inform the group that state exercise officers and contractors can be brought in.

Eric Holt explained the importance of funding a hazmat response and having monitors and detection equipment in place and indicated that without this funding, there would be much less available, particularly in the rural counties. Mr. Holt further indicated that Lincoln County has met with NNSS fire to do some training with them.

Chair Dave Fogerson thanked Mr. Holt for his feedback and asked if anything else had come up through the fire process that could be worked on collectively to help fix. Upon hearing no further feedback, Chair Fogerson encouraged the group to reach out to him directly with other thoughts, ideas, or suggestions that may arise in the future. Chair Fogerson further indicated that DEM will look into where the award letters are so the money can be distributed in order for the counties to begin their projects.

**8. PUBLIC COMMENT**

Yuri Graves informed the group that the Nevada National Security site will have a full-scale exercise in May of 2022, and some members of the group may be receiving invitations to participate or observe or evaluate.

Lee Cabaniss informed the group that all Elko's internet and servers were currently down and as such, he did not have the information available to respond to the Chair's previous questions and indicated that he will follow up and respond on the behalf of Elko County once he could once again access the information.

Chair Dave Fogerson explained that he will look at the charter and will likely have this workgroup meet twice yearly rather than quarterly. In addition, Chair Fogerson explained that DEM will work on an agenda-setting process in order to fine tune some of the meeting subjects so as to better be able to seek feedback from the committee members on desired topics of discussion.



**9. ADJOURN**

Chair Fogerson asked for a motion to adjourn. Deputy Chief Billy Samuels, Clark County Fire Department, motioned to adjourn. Lee Cabaniss, Elko County, seconded the motion. All were in favor with no opposition. Motion passed unanimously.

DRAFT

**Agenda Item #5**

**EPWG Subrecipient**

Not Awarded

Balance

	2016	2017	2018	2019	2020	2021
<b>Clark County</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$93,662.41	\$87,859.50
<b>Elko County</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$90,858.07	\$87,859.50
<b>Esmeralda County</b>	\$0.00	\$0.00	\$40,122.95	\$87,680.17	\$93,000.00	\$87,859.50
<b>Lincoln County</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$93,662.41	\$87,859.50
<b>Nye County</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$93,662.41	\$87,859.50
<b>White Pine County</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$93,662.41	\$87,859.50
<b>DEM</b>		\$20,000.00	\$0.00	\$21,844.48	\$0.00	\$0.00
	\$0.00	\$20,000.00	\$40,122.95	\$109,524.65	\$558,507.71	\$527,157.00

\$1,255,312.31

**AGREEMENT IN PRINCIPLE  
BETWEEN THE  
DEPARTMENT OF ENERGY  
AND THE STATE OF NEVADA**

THIS AGREEMENT IN PRINCIPLE (Agreement) is voluntarily entered into between the Department of Energy, including the Office of Environmental Management (EM) and the National Nuclear Security Administration (NNSA) (herein referred to as DOE or Department), under the authority of 42 U.S.C. 7101 et seq., and the State of Nevada (Nevada), under the authority of Nevada Revised Statutes 41, 278, 414, 439, 444, 445A, 445B, 445C, 445D, 459, and 590. This Agreement, upon its effective date of final signature, will be in place for five years. This agreement, when effective, supersedes and replaces, in its entirety, the Agreement in Principle executed on June 22, 2016; which is in effect until June 30, 2021 unless terminated pursuant to the provisions of this new Agreement.

The State of Nevada designates the Office of the Governor as the Nevada Integrator to coordinate and integrate state policy matters with respect to the various state program activities under this Agreement. This coordination activity will not be funded by this Agreement. Nevada's Parties to the Agreement and designated Program Coordinators for these Parties are the Office of the Governor; the Department of Conservation and Natural Resources through the Nevada Division of Environmental Protection (NDEP), Chief, Bureau of Federal Facilities; and the Department of Public Safety through the Nevada Division of Emergency Management (NDEM), Chief of the NDEM; hereinafter referred to collectively as Nevada. Each designated Nevada Program Coordinator will be responsible for the development, management, and implementation of their respective programs funded by the associated grants.

For matters dealing with activities defined in this Agreement, the Nevada Integrator will coordinate with the DOE Integrator. The DOE Integrator will designate DOE Program Coordinators, in writing.

DOE and Nevada shall ensure implementation and coordination of the provisions of the Agreement. This Agreement shall not be used to obligate or commit funds or as a basis for the transfer of funds. The associated grants will be used for the transfer of funds. The State of Nevada's Program Coordinators are responsible for coordinating with the appropriate DOE Program Coordinator(s) to ensure that activities conducted pursuant to this Agreement are accomplished in an efficient, cost-effective, and mutually beneficial manner. Priorities for activities to be funded under the purview of this Agreement will be coordinated with DOE Program Coordinators and reviewed semi-annually to assess progress and to track expenditures of funding. Unless otherwise provided herein, all reports, documents, or notifications required by this Agreement will be submitted to the Department's Integrator.

This Agreement reflects the understanding and commitments between the Parties regarding DOE's provision of technical and financial support to Nevada for environmental, safety, and health oversight and associated monitoring activities for DOE operations located in Nevada. The

DOE, also commits to assist in emergency management initiatives to further protect the health and safety of both DOE and contractor personnel as well as citizens in surrounding communities and areas in Nevada. Specifically, these operations occur at the Nevada National Security Site (NNSS), and sites on the Tonopah Test Range (TTR).

The intent of this Agreement is to work cooperatively to assure citizens of Nevada that the public's health and safety, as well as the environment, are protected. Nevada officials will verify the protection efforts through independent monitoring and oversight. This oversight will encompass only environmental cleanup activities that fall outside those encompassed by the scope of the *Federal Facility Agreement and Consent Order* (satisfying the corrective action requirements of the Resource Conservation and Recovery Act [42 U.S.C. §6901 et seq.]), which are separate from the responsibilities and obligations contained in this Agreement. The understanding between the Parties is further described in the attachments to this Agreement, which are incorporated herein by reference.

Attachment A – Nevada Division of Environmental Protection Activities

Attachment B – Nevada Division of Emergency Management Activities

Attachment X – Joint DOE/State Low-Level Waste (to include Mixed Low-Level Waste) Oversight Program

To achieve the objectives of the Agreement, the Parties have agreed as follows:

### **Commitments**

1. Nevada's commitments are described in Attachments A, B and X. The intent of these commitments is to maintain public safety, environmental oversight, and emergency management programs that are comprehensive and coordinated with other federal and state agencies and public entities. Through independent oversight, Nevada will identify DOE activities that may adversely impact the public's health and safety, or the environment. Nevada will, in the interest of facilitating a better understanding, communicate with concerned local and tribal governments and the public about health risks and environmental impacts associated with operations at DOE sites in Nevada. The NDEM will provide preparedness activities to include planning, training, and exercise functions for Nevada communities in responding to any emergency associated with issues related to any DOE incident.

2. The DOE's commitments are described in the body of the Agreement and in Attachment X. The intent of these commitments is to establish and maintain comprehensive and integrated environmental, safety, and health programs for DOE operations. These programs will be consistent with agreed-upon plans and schedules and will facilitate good communications among DOE, the State, local governments, and Nevada citizens.

### **Regulatory Understandings**

3. The Parties to this Agreement understand that the oversight activities authorized by this Agreement are intended to supplement activities conducted under applicable environmental laws and regulations. The Parties also agree that activities which otherwise might be regulatory in

nature and for which fees would normally be assessed may be undertaken under this Agreement if the Parties mutually agree that it would be beneficial for these activities to be undertaken under this Agreement and the normally assessed fees are waived. Any regulatory activity determined to be appropriate to be undertaken through this Agreement will be incorporated into the applicable attachments. The Agreement is intended to support the activities of Nevada in working with the DOE to evaluate the adequacy of DOE activities and facilities related to environmental programs; to support State evaluation of these activities and facilities including monitoring of discharges, emissions, or biological parameters as necessary to verify the effectiveness of the DOE programs; to monitor public health and safety aspects of DOE activities; and to provide for effective emergency preparedness and response. The Agreement recognizes the continued need for Nevada to have access to DOE facilities and to exchange relevant technical DOE information with DOE to support Nevada's environmental monitoring efforts and emergency preparedness/response activities.

4. The Parties to this Agreement understand that the Agreement does not represent an extension or enlargement of any regulatory authority that Nevada has under applicable laws.

5. In the event Nevada discovers any potential regulatory violation by DOE, Nevada shall notify the appropriate DOE organization(s). In the event that the potential violation involves imminent danger or hazard, the notification will be made immediately. Notification to DOE for all other potential violations will be made in a timely manner, sufficient to enable DOE to meet any further notification requirements and implement any necessary responsive actions. In no instance shall the funding from the grants under the purview of this Agreement be used to conduct enforcement activities. If additional concerns and/or issue(s) associated with environment, safety, and health are identified during NNSS visits, Nevada will verbally notify the appropriate DOE organization(s) of the concerns.

### **Financial Commitments**

6. The DOE and Nevada will take all necessary steps and use their best efforts to obtain timely funding to meet their commitments under this Agreement. The DOE and Nevada will jointly assess the level of funding on a year-to-year basis. The annual funding level assessment will be based on DOE funding allocations for that year, Nevada's timely submittal of an annual proposed scope of work, and consideration of actual expenditures from the previous program year. The Parties' performance under this Agreement is subject to the availability and obligation of funds. No provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. 1341.

7. The DOE will provide resources to Nevada to support the State's evaluation of DOE's emergency preparedness and response capabilities and environmental programs and monitoring activities for DOE sites located in Nevada as outlined in Attachments A and B, and for other Nevada actions as outlined in Attachment X. The DOE will provide funding to Nevada as described in Paragraph 6. The parties to this Agreement understand that a portion of the financial resources provided by the DOE under this Agreement are provided in place of the fees required by NAC 444.8452 and NAC 444.845(1). Therefore, the DOE is not required to provide any

additional resources beyond what is provided in this Agreement to satisfy NAC 444.8452 and NAC 444.854(1). The DOE will submit any other fees required under applicable NRS or NAC requirements separately and in addition to the funding provided under this Agreement. The DOE will provide technical support requested by Nevada, to the extent it has such technical capability available. This Agreement shall not be used to commit or obligate funds or as the basis for transfer of funds. All of the federal funds shall be provided by DOE to Nevada pursuant to the issuance of a grant(s) instrument in accordance with DOE Financial Regulations. In case of any conflict, the grant provisions shall apply.

8. Nevada understands that the use of funds authorized by the associated grants is for services, personnel, and equipment that are directly related to Agreement activities. Nevada shall not use grant funds to support activities not related to the Agreement program. To the extent that personnel, equipment or services are used for both Agreement and non-Agreement activities, Nevada shall allocate its costs and charge to the grant only that portion of the cost of personnel, equipment, or services used to support Agreement program activities.

9. Nevada shall use funding provided under the associated grant to support training and travel activities which are directly related to the program activities developed and implemented pursuant to this Agreement. Funds provided to Nevada pursuant to the associated grant may also be used by Nevada to hire subcontractors for non-State services to develop, implement, or fulfill Nevada obligations under this Agreement, as long as those services are directly related to the program activities developed and implemented pursuant to this Agreement. The DOE will provide a list of training requirements (subject to periodic update) that Nevada personnel must fulfill to meet health/safety and site access requirements, as well as a list of courses DOE will provide and an estimate of cost.

### **Resource Commitments**

10. The DOE will provide resources to Nevada to support Nevada's independent evaluation of programs for monitoring air, groundwater, surface waters, soils, cultural and archeological resources, biological parameters at and in the vicinity of DOE sites located in Nevada. Nevada's evaluation of DOE's environmental monitoring programs for the DOE sites may include, as appropriate, review of the following activities or systems relating to environmental monitoring: monitoring protocol, system design, construction, operations, and maintenance; sampling methodology, locations, frequency, procedures, and parameters; quality assurance and quality control (QA/QC) methodology, plans, and implementation; data collection, verification, and management systems; chain-of-custody procedures, and implementation; and reporting methods. The DOE will support periodic Nevada monitoring of discharges, emissions and biological parameters as necessary to verify the effectiveness of DOE's monitoring programs. Nevada will have access to environmental monitoring data subject to applicable security requirements. The DOE will provide resources to Nevada to support emergency response programs and activities that relate to DOE activities in the state. Such support includes coordination between plans, notifications, responses, emergency operations centers, and other emergency response activities to ensure compatibility and integration in response to DOE related events in the state.

11. In accordance with the applicable DOE Orders, DOE will continue to implement an appropriate monitoring plan for groundwater on and adjacent to the NNSS. The DOE, in cooperation with Nevada, will continue its environmental monitoring activities with annual review of current monitoring systems identifying mutually agreed upon changes as required.

12. The DOE will provide Nevada all information associated with release exceeding reportable quantities as defined in applicable regulations, formal agreements, or memorandum of understanding and in accordance with applicable laws of hazardous substance, pollutants, contaminants, and radioactive materials from the NNSS, DOE's activities at the TTR, and other locations in the state of Nevada.

13. The DOE will have the opportunity to take split samples for sampling activities identified in the Agreement.

#### **Site Access**

14. All personnel must be badged and trained to obtain access to DOE sites. Individuals being badged must be U.S. citizens; otherwise, they must be vetted through the foreign national visitor control process. Most personnel will be issued uncleared badges. However, when an administrative determination has been made that a State of Nevada employee's duties or position require access to classified DOE information or Special Nuclear Material, a request for access authorization or security clearance will be submitted to the DOE. Such a determination will require Nevada employees go through a background investigation. The DOE will process security clearances for each Nevada organization, subject to needs and availability of funds. The type of access authorization that is requested is determined by the type and level of classified matter the individual will need access to in performance of their official duties. The DOE will use its best efforts to expedite the review and processing of security clearance applications of Nevada employees. Nevada employees may obtain required authorizations permits (e. g., property, camera), to the extent necessary to perform activities conducted pursuant to this Agreement, following submittal of a request for DOE review and approval.

15. Nevada will comply with all federal, state, and local regulations when performing work at the NNSS and other DOE sites in Nevada. Nevada will comply with applicable DOE Orders, policies, procedures and guidance at DOE facilities.

#### **Reservation of Rights**

16. This Agreement will in no way diminish or otherwise affect Nevada's authority to fully carry out its rights and responsibilities under applicable laws and regulations nor will it affect DOE's ability or right to raise any defenses available under law in the event that Nevada may initiate an administrative or judicial enforcement action against DOE. Subject to applicable security, classification, and other confidentiality laws and regulations, nothing in this Agreement shall be construed to prohibit the Parties from using information developed under this Agreement in furtherance of their statutory duties, rights, and obligations.

### **Dispute Resolution**

17. In the event of any conflict involving activities conducted pursuant to this Agreement, DOE and Nevada will make reasonable efforts to informally resolve the issue. An attempt will first be made by the respective DOE and Nevada organizations to resolve the issue at the staff level. If the matter cannot be resolved, the issue will be discussed by the respective Program Coordinators. If a mutually satisfactory resolution still cannot be achieved, the matter will then be presented to the DOE Integrator. Nothing in this section shall be construed to restrain the Parties from issuing correspondence, or other formal written communications to document or clarify an issue that is in conflict or dispute.

### **Reporting**

18. Nevada shall submit a written Annual Performance Report within ninety (90) days after the end of the state fiscal year. The report should summarize the results of its accomplishments towards meeting the objectives established for that fiscal year. Prior to the end of the state fiscal year, Nevada shall identify the proposed scope of work and expenditures for the coming year. In addition, progress reports shall be completed on a quarterly basis and submitted within thirty (30) days after the end of the quarter. Reports shall contain concise but substantive information including work status and accomplishments achieved.

19. The DOE will meet periodically with representatives of Nevada to ensure that the exchange of data and information compiled is pursuant to this Agreement. These meetings may also include reports or briefings, as agreed by the Parties, regarding the status of activities at DOE sites located in Nevada. Either Nevada or DOE can request a meeting or conference be held.

20. The DOE will promptly furnish Nevada with the *Annual Site Environmental Report* on the environmental monitoring data for DOE sites located in Nevada. Other DOE environmental monitoring data reports will be released to Nevada within ninety (90) days after receipt from the laboratory and completion of the appropriate level of review and QA/QC validation. Upon receipt by Nevada, DOE also intends to release a copy of the un-validated data at the same time the validated data is released to Nevada. If DOE is unable to release data within ninety (90) days, DOE will promptly notify Nevada and explain the circumstances related to the timing of the release and provide an estimated time frame for the release of the data.

### **Classified and Confidential DOE Information**

21. As requested by Nevada, the DOE will clarify and provide a written explanation to Nevada of the “need-to-know” security information requirements specified in DOE and other Federal security requirements governing classified and sensitive unclassified information (e. g., 10 C.F.R. Parts 1016 and 1017, Executive Order 12356, etc.) that apply to access to certain types of information or areas at DOE sites located in Nevada.

22. Personnel designated by Nevada as requiring DOE “Q” clearances who have subsequently been issued such clearances by the DOE shall be eligible for access to classified information on a



“need-to-know” basis. Only responsible DOE officials, with the authority to do so, may make the determination of the “need-to-know.” Recipients of the information are responsible for protecting all classified information to which they have access or custody.

23. The DOE will ensure that Nevada has access to all monitoring data relating to DOE sites located in Nevada generated by or available to the DOE. In carrying out the provisions of this Agreement, the Parties will comply with applicable security laws and regulations, Privacy Act and Freedom of Information Act requirements, and trade secret, patent, and related confidentiality requirements. Information designated by DOE as “classified” in accordance with applicable laws, regulations, or executive orders or which otherwise is entitled to confidentiality under applicable laws, regulations, or orders shall not be released by Nevada unless authorized by DOE pursuant to applicable laws, regulations, or executive orders. Any classified or sensitive unclassified information released under DOE access authorization must also be protected in accordance with applicable laws, regulations, and orders. Documents provided by either party under this Agreement shall be, unless otherwise agreed by the Parties and consistent with applicable laws and regulations, agency documents representing the Parties’ considered position on the issues addressed therein. Where DOE has determined, pursuant to applicable laws and regulations, that information or documents are entitled to confidentiality, Nevada will be provided access to view only, but not copies of, such information or documents until it provides the DOE with written assurance that Nevada will maintain the confidentiality of such information or documents, at which time copies will be provided to Nevada. Nothing in this Agreement shall affect the rights the Parties may have under the Freedom of Information Act or other applicable laws and regulations.

### **Modification and Termination**

24. This Agreement shall continue in effect for five years from the date of the signature of the last party to sign the Agreement, and may be extended as mutually agreed. This Agreement shall only be amended or terminated prior to the termination date by the written mutual agreement of BOTH Parties, provided that it is consistent with the laws and regulations applicable to the grant. This Agreement may be suspended or terminated by the DOE, in whole or in part, if DOE determines that Nevada is not in compliance with the terms and conditions of the Grant Provisions and provides Nevada ninety (90) days prior written notice specifying such noncompliance and Nevada’s right to appeal.

NOW, THEREFORE, the Parties hereto have signed this Agreement in recognition of their pledge of mutual best efforts to achieve through cooperation and negotiation in good faith the understanding set forth above.

**FOR THE STATE OF NEVADA:**

---

Greg Lovato Administrator Date  
Nevada Division of Environmental Protection

---

Justin Luna, Chief Date  
Nevada Division of Emergency Management

**FOR THE DEPARTMENT of ENERGY:**

---

Robert F. Boehlecke, Program Manager Date  
Environmental Management Nevada Program

---

David R. Bowman, Ph.D., Manager Date  
National Nuclear Security Administration, Nevada Field Office

**Attachment A**  
**Department of Conservation and Natural Resources**  
**through the**  
**Nevada Division of Environmental Protection**

The following activities are under way or will be implemented to support monitoring of air, groundwater, surface water, and waste management activities to provide an independent evaluation of environmental conditions for use in determining compliance with applicable state and federal requirements. Monitoring results may be used to make recommendations for other concerns at DOE operations located in Nevada. Monitoring activities and analysis shall be governed by applicable federal and state standards and practices or other mutually agreed upon standards and practices.

The following describes the independent monitoring and verification activities to be conducted by the NDEP.

**1. On-site Discharges:**

a. Surface Water Monitoring

- (1) Review the current monitoring systems and recommend changes as necessary.
- (2) Continue its monitoring activities and review of DOE generated data.
- (3) Evaluate ongoing on-site water pollution control and treatment facilities for conformance with approved design and operational parameters. As appropriate, review any new proposed water pollution control facilities for conformance with state regulations and facilitate any permitting actions associated with these facilities.
- (4) If necessary, augment its current monitoring program to include periodic sampling of on-site discharges, including discharges to on-site impoundments, to and from on-site wastewater treatment facilities, from stormwater outfalls, and from on-site springs and seeps.

**2. Groundwater Monitoring:**

- a. Review the current groundwater monitoring system and provide recommendations, as appropriate. The analysis will include, but will not be limited to, examination of the location, depth, sampling practice, and well construction.
- b. Continue its current monitoring activities and review DOE generated data.
- c. Review any ongoing DOE studies evaluating groundwater and contaminant movements.

### **3. Low-Level Waste to include Mixed Low-Level (MLLW) Oversight**

NDEP will implement the actions defined in Attachment X.

### **4. Waste Management**

- a. As appropriate, review and evaluate ongoing solid and hazardous waste management activities and as appropriate, review any new proposed or amended existing solid or hazardous waste facilities and facilitate any permitting actions associated with these facilities.

### **5. Major Program Proposals**

Review and, as appropriate, comment on all major DOE proposed actions that have an impact on DOE programs, including DOE complex-wide actions as well as DOE activities, in topical areas such as National Environmental Policy Act (NEPA), transportation, technology development planning, etc.

### **6. Historic Preservation and Archeological Evaluations**

Incorporate the State Historic Preservation Officer's scope of work into NDEP's work plan to ensure the timely initiation and review of cultural and archeological evaluations.

### **7. Environmental Monitoring Program and Report**

Prepare a work plan for environmental monitoring and activities as described in this Attachment. Such plans shall be provided to DOE for review and consultation. The final scope of work will be mutually agreed upon.

### **8. Sampling**

The NDEP will have the opportunity to take split samples for sampling activities identified in the Agreement. The Parties to the Agreement understand that in the event NDEP anticipates that an independent sampling event(s) could generate hazardous waste and/or hazardous mixed waste, NDEP will promptly notify DOE prior to the sampling event(s). The Parties will then meet to discuss issues related to responsibility for the proper handling, storage, and disposal of any waste generated, including but not limited to, issues concerning the title to the material, potential fees for disposal, and any other relevant regulatory issues (e.g., land disposal restrictions and storage capacities). The Parties agree to finalize a plan for the treatment, storage, and disposal for NDEP-generated waste under this Agreement prior to NDEP generating such waste.

### **9. Safe Drinking Water**

- a. Provide enhanced oversight of DOE's compliance with the Safe Drinking Water Program.

- b. Sample, and ensure DOE has the opportunity to take split samples of, permitted drinking water supplies and provides results of the laboratory analyses to DOE.
- c. Review plans and specifications submitted for public health engineering projects.

**Attachment B**  
**Department of Public Safety**  
**through the**  
**Nevada Division of Emergency Management**

The coordination activities and commitments to follow will be accomplished by the NDEM in support of DOE.

The following coordination of emergency management capabilities and participation in emergency response and preparedness activities may be performed under the terms of this Agreement consistent with specific priorities agreed upon between NDEM and the assigned DOE Coordinator:

**1. Emergency Operations Center (EOC)**

Develop procedures and operational capabilities ensuring compatibility between the state, local, and DOE EOC. This will include integrated EOC activation, response, and recovery plans that include, but are not limited to, use of a standardized response protocol, resource list, mutual aid agreements, notification requirements, and coordinating roles and responsibilities. Each EOC will identify a 24-hour point of contact.

**2. Communication Systems**

Incorporate compatible communication systems, including computers, telephones, and radios, between NDEM, local, and DOE EOCs so that required contact can be maintained during emergency situations.

**3. Emergency Preparedness and Response**

Ensure compatibility and integration of emergency mitigation, preparedness, response, and recover activities that provide for a comprehensive approach to hazard identification, consequence assessment, resource identification, preliminary damage assessment, etc. Of particular importance will be the identification of local, state, and federal roles during DOE related emergencies and the participation within federal lead agencies.

**4. Training**

- a. Develop comprehensive training programs relative to preparedness, response, and recovery activities in conjunction with DOE related emergencies. DOE will provide training to response and coordination personnel, as requested, and may assist in the development of programs to address any extraordinary needs identified by NDEM. This training will be delivered to Nevada communities in preparation of any emergency associated with a DOE incident.

- b. The NDEM will work with the assigned DOE Coordinator to ensure that training provided by DOE is properly accredited to meet Nevada certification requirements.

**5. Exercises**

The NDEM will work in conjunction with the assigned DOE Coordinator in developing and conducting exercises that will test the preparedness and readiness capabilities of participating Nevada communities.

**6. Agreements**

The NDEM will coordinate closely with the assigned DOE Coordinator to prepare emergency management agreements incorporating mitigation, preparedness, response, and recovery activities with Nevada communities and government agencies in close proximity to the NNSS.

**7. Emergency Preparedness Working Group (EPWG) Grant Administration**

The NDEM will administer the EPWG Grant program. NDEM will be the lead agency for all EPWG activities, to include review and approval of the annual work scope and funding provided to the counties. It is the Department's intent that all involved counties will work directly with the NDEM, and that the Chief of the NDEM, or his appointed point of contact, will be the interface between the NDEM and the DOE. The DOE retains the authority to approve or remove any item from the proposed scope for each fiscal year based upon whether it does/does not meet the Grant Purpose or Scope of the Grant.

## Attachment X

### Joint DOE/State Low-Level Waste (to include MLLW) Oversight Program

This attachment reflects the understanding and commitments between the Parties regarding activities under joint DOE/State oversight of the Low-Level Waste (LLW) Program at the Nevada National Security Site.

The following describes the roles of DOE and the State of Nevada with regard to this effort.

#### 1. Nevada Division of Environmental Protection (NDEP) will:

- a. Review and provide comment on documents such as, but not limited to DOE-issued Corrective Action Reports to generators, recommendations made to generators, procedures, and requirements for generators.
- b. Review DOE's LLW operations at the NNSS with respect to applicable criteria identified in DOE Order 435.1 or its successor and associated guidance, or subsequent applicable requirements, guidance, and the NNSS Waste Acceptance Criteria, DOE/NV--325.
- c. Review the NNSS LLW program for ensuring the adequacy of procedures used by waste generators to characterize LLW and for certifying compliance with the NNSS Waste Acceptance Criteria.
- d. Evaluate, through assessments and reviews, NNSS LLW management facilities and operations.
- e. Review and comment on adequacy of waste generating organization determinations and documentation of what material meets the DOE definition of, and should be managed as, low-level waste.
- f. Evaluate DOE LLW management records maintained on-site at the NNSS.
- g. Review and provide comments on technical and operational documents associated with the LLW Program at the NNSS.
- h. Evaluate consistency and compliance in the implementation of applicable DOE Orders and Standard Operating Procedures applicable to LLW management.
- i. Provide quarterly reports to DOE regarding the status of state activities concerning the oversight of the LLW Program at the NNSS.
- j. Participate in an annual joint LLW oversight meeting with DOE.



**2. DOE EM NV PROGRAM will:**

- a. Provide notification to NDEP of LLW shipment schedules, allowing NDEP participation in monitoring the receipt of waste.
- b. Provide formal response to issues formally identified by NDEP.
- c. Provide NDEP staff site access, during normal duty hours, and appropriate training to enable NDEP personnel to actively monitor the LLW management process.
- d. Provide to appropriately cleared NDEP staff, consistent with national security requirements under the Atomic Energy Act, information about classified waste for review.
- e. An incident requiring reporting is defined as a traffic accident affecting the waste load itself or a traffic-related event, such as a load shift resulting in termination of the shipment or re-loading of the waste, or a reported leaking/breached package which occurs during transportation of a LLW or MLLW to the NNSS. Traffic-related events are those that occur either on an active roadway/highway or in a parking/rest/refueling area. Items not required to be reported include: flat tires, minor fender benders that don't impact the waste.

Provide NDEP verbal notification within one hour of being notified of an incident involving a LLW or MLLW truck in route to the NNSS regardless of the location the incident occurs throughout the United States. DOE will make this notification by call to the designated Bureau of Federal Facilities (BFF) point-of-contact provided to DOE by NDEP, or if the designee is not reachable, to the NDEP Hotline (888-331-6337). NDEP shall notify other state agencies as deemed appropriate. The verbal notification will be followed up with an email to the BFF point-of-contact within twenty-four (24) hours of the incident.

If a reportable release to the environment occurs per NAC 445A.347, DOE will ensure the release is reported to the NDEP Hotline (888-331-6337) as per the reporting requirements and further ensure all follow-up reporting is completed, as required.

During off-hours, notification will be provided to the BFF point-of-contact as soon as practical the next working day unless the incident occurs in Nevada in which case it will be reported to the NDEP Hotline regardless of whether or not a reportable spill has occurred.

Provide a written notification of an incident outlining the cause of the event and submit this notification to BFF within seven (7) working days of the event.

Ensure Carriers transporting waste to the NNSS meet both Department of Transportation (DOT) and Department of Energy (DOE) requirements. Carriers will comply with the DOE National Transportation Program. Additionally, Carriers are subject to DOT compliance reviews, road side inspections, and other Federal, State and local requirements.

## Quarterly Progress Report Questions

Agenda Item #6

*These questions will be asked for each deadline.*

*After Applicants begin entering data, any changes to these questions could negatively affect their data.*

*Table questions will automatically calculate period totals and cumulative totals.*

### 1. What progress you have made this quarter that is not evident in your Quarterly Financial Report?

*Select all that apply*

- Conducted Training Exercise
- Planned for Exercises or Training
- Developed Plans for Emergency Response
- Began Procurement Process
- Received Procurement Process
- Received Solicitation, Under Review
- Installed Equipment

### 2. Have you experienced any major issues?

*20 words or less.*

Their Answer (limit 1000 characters)



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Nevada Office of the Military, Division of Emergency Management

### EPWG 2021

Deadline: 6/30/2022

## Print Preview Prop

Jump to: [Pre-Application](#) [Application Questions](#) [Budget](#) [Tables](#) [Documents](#)

**\$ 0.00** Requested

**Additional Contacts**  
*none entered*

[printpreview@printpreview.com](mailto:printpreview@printpreview.com)  
Tel: 888-867-5309

### Pre-Application [top](#)

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### Application Questions [top](#)

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**1. Is your jurisdiction located along the low level waste transportation routes in Nevada?**

- Yes
- No

**2. How is your jurisdiction developing an operational level emergency response capability?**

*-no answer-*

**3. How is your jurisdiction building a disaster resilient community?**

*-no answer-*

**4. All procurement is required to be compliant with Nevada Revised Statute 333. All procurement is to be free, open, and competitive. You must seek approval on any non competitive procurement such as a sole source procurement. Approval must be in writing in advance of the procurement. Confirm that you will comply.**

Link to NRS 333: <https://www.leg.state.nv.us/NRS/NRS-333.html>

- Yes
- No

**5. For any Personnel <p>a. Identify each position to be supported under the proposed request by title.</p> <p>b. Briefly specify the duties of professionals to be compensated under this request.</p> <p>c. State the amounts of time, such as hours or percentage of time, to be expended by each position under this request.</p> <p>d. State the amount of compensation to be paid to each employee, student, or assistant under this request.</p> <p>e. State whether the proposed compensation is consistent with that paid other personnel engaged in similar work both within and outside your organization.</p>**

-no answer-

6. For any Fringe Benefits Indicate the basis for computation of rates, including the types of benefits to be provided

-no answer-

7. For any Travel a. Identify total Foreign and Domestic Travel as separate items. b. Indicate the estimated number of trips, points of origin and destination, and purpose of travel. c. For each trip, itemize the estimate of transportation and/or subsistence costs. d. Specify the basis for computation of each type of travel expense (e.g. current airline ticket quotes, past trips of similar nature, federal government or organization travel policy, etc.)

-no answer-

8. For any Equipment a. Indicate each item to be purchased and the estimated unit cost. b. Provide the basis for cost estimates. c. Briefly justify the need for items of equipment to be purchased.

-no answer-

9. For any Supplies a. Itemize supplies estimates by nature of expense b. Provide the basis for cost estimates or computations (e.g. vendor quotes, prior purchases of similar or like items, etc.).

-no answer-

10. For any Contracts a. Describe the products to be acquired, and/or the professional services to be provided. b. Provide a brief justification for the use of the contractors selected. c. For professional services contracts, state the amounts of time to be devoted to the project, including costs to be negotiated to this proposed award. d. Are any sole source contracts contemplated? Provide sufficient detail for justification of the use of a single source for contracts in excess of \$25,000.

-no answer-

11. For Other budget items a. List items by major type. b. Provide the basis for cost estimates or computations. c. State whether contingency reserves are included in this category.

-no answer-

Budget [top](#)

EPWG Budget Section 1	Personnel	Fringe	Travel	Equipment	Contracts
-none-	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
EPWG Budget Section 2	Supplies	Operating	Other		
-none-	\$ 0.00	\$ 0.00	\$ 0.00		

Tables [top](#)

Documents [top](#)

Documents Requested *	Required?	Attached Documents *
Travel Policy	✓	
Payroll Policy	✓	
Most Current A-133 Audit or if no A-133 was required, the last internal Audit performed on the organization	✓	
Procurement Policy	✓	
Grants Management Policy	✓	

1 -empty-

2 -empty-

3 -empty-

4 -empty-

5 -empty-

6 -empty-

7 -empty-

8 -empty-

9 -empty-

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Application ID: 124545

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**Quarterly Financial Report (QFR)**

Division of Emergency Management 2478 Fairview Drive Carson City, Nevada 89701 (775) 687-0300 Fax (775) 687-0323		Reporting	Quarter STARTING	Quarter ENDING
		Period:		

**Quarterly Financial Report**

Subgrantee Agency:		Report No. :	
Address:		Funding Year:	FFY21
PROJECT NAME:		Grant Fund Stream:	
Project Manager:		Funding Job #:	
Fiscal Agent:		Fed Funds %:	100%
	Phone:		
	Phone:		

TO-DATE CUMULATIVE TOTALS		Adjustments
A. Total Expenses Previously Claimed	\$ -	
B. Total Expenses Claimed This Period	\$ -	
C. Total Expenses Claimed To Date (Lines A+B)	\$ -	
D. Total Federal Grant Funds Awarded	\$ -	
E. Balance of Federal Funds	\$ -	
F. Committed But Not Spent	\$ -	

**BUDGET, EXPENDITURES & COMMITMENTS BY CATEGORY**

Category	Grant Funds Awarded (C)	Previously Claimed To Date (A)	Claimed This Period (B)	Total Claimed To Date (C)	Committed But Not Spent (F)
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -
Organization	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
Training	\$ -	\$ -	\$ -	\$ -	\$ -
Exercise	\$ -	\$ -	\$ -	\$ -	\$ -
Planning	\$ -	\$ -	\$ -	\$ -	\$ -
M&A	\$ -	\$ -	\$ -	\$ -	\$ -
<b>COLUMN TOTALS</b>	\$ -	\$ -	\$ -	\$ -	\$ -

Total Federal Funds Requested this Claim = (B): \$ -

Attached are copies of all expenses to substantiate the expenses requested on this claim. I certify that submitted invoices have been paid prior to the request for reimbursement from the SAA and to the best of my knowledge and belief, this report is correct and complete and that all outlays and unpaid obligations are for the purposes set forth under the terms of federal and state assurances, program regulations and the approved grant budget. I further certify that a copy of this Financial Report has been provided to the above named Project Manager.

Signature - Fiscal Agent	Date

Notes	DEM Use Only	
		Budget Account:
	Category:	
	General Ledger:	
	Job Number:	
	Amount Reimbursed:	
	Voucher #:	
	Initials:	
	Date:	

**Project Change Request (PCR)**

**Division of Emergency Management**  
 2478 Fairview Drive  
 Carson City, Nevada 89701  
 (775) 687-0300 Fax (775) 687-0323



**Request Date:** \_\_\_\_\_  
**Approval/Denial Date:** \_\_\_\_\_

**Project Change Request**

<b>Subgrantee Agency:</b> 0		<b>Change Request #:</b>	
<b>Address:</b> 0		<b>Funding Year:</b>	<b>FFY19</b>
<b>PROJECT NAME:</b> 0		<b>Grant Fund Stream:</b>	
<b>Project Manager:</b> 0	<b>Phone:</b> _____	<b>Funding Job #:</b>	
<b>Fiscal Agent:</b> 0	<b>Phone:</b> _____		

**CHANGE REQUESTED**

The following change, amendment, or adjustment to the above subgrant, is requested (check one or more):

<input type="checkbox"/> Project Period Extension	<input type="checkbox"/> Change in Scope of Work
<input type="checkbox"/> Budget Revision	

Note: The subgrantee must provide a written explanation of what the requested changes are, and why any shift (increase or decrease) of funds among categories is necessary.

Briefly describe the nature and reason for the change request:

**CHANGE TO BUDGET BY CATEGORY**

Category	Grant Funds Awarded (Current Budget)	Requested Budget	Net Change	Change Request Required Support Documentation (See Instruction Tab)
Personnel	\$ -	\$ -	\$ -	Original Budget with line item detail including debits and credits
Organization	\$ -	\$ -	\$ -	
Equipment	\$ -	\$ -	\$ -	
Training	\$ -	\$ -	\$ -	
Exercise	\$ -	\$ -	\$ -	
Planning	\$ -	\$ -	\$ -	
Indirect	\$ -	\$ -	\$ -	
<b>COLUMN TOTALS</b>	\$ -	\$ -	\$ -	

I certify that to the best of my knowledge and belief, this request is correct and complete and that all requests are for the purposes set forth under the terms of the federal and state assurances, program regulations, grant guidance and approved projects. BOTH SIGNATURES REQUIRED.

<b>Signature - Project Manager</b>	<b>Date</b>
<b>Signature - Fiscal Agent</b>	<b>Date</b>

For Approving Agency Use:

Approved or Denied:	Reason If Denied:
Approving Agency:	
<b>Signature - Approving Authority</b>	<b>Approval/Denial Date</b>



# EMERGENCY PREPAREDNESS WORKING GROUP CHARTER

## I. Authority

The Emergency Preparedness Working Group (“EPWG”) was established by the Chief of the Division of Emergency Management (“Chief”) through the authority granted in NRS 414.040, which authorizes the Chief of the Nevada Division of Emergency Management (DEM) to carry out programs for emergency management. The EPWG is subject to and under the direction and control of the Chief of DEM and the Department of Energy (“DOE”).

## II. Purpose and Mission

The purpose of the EPWG is to provide a forum for coordination of the low-level waste program between Nevada National Security Site (“NNS”), DEM, and the counties of Clark, Elko, Esmeralda, Lincoln, Nye, and White Pine to develop an operational level emergency response capability.

Working Group objectives include:

1. Advising the Chief on grant administration coordination, including development of grant guidelines, standardization of grant applications and reporting requirements, and coordination on other crosscutting grant administrative issues.
2. Coordination of multi-county initiatives such as equipment standardization, enhancement of communication systems, and training development and conduct.
3. Advise the Chief on a concurrence on NNS grant funding distribution.
4. Coordination of NNS equipment loans to the six counties.
5. As a Work Group, the EPWG promotes activities that contribute in a meaningful way toward building disaster resistant communities in the State of Nevada.

## III. Membership

Members will be appointed by, and serve at the pleasure of, the Chief of DEM. Work Group members will serve a three (3) year term with no limit to the number of terms, provided they are reappointed by the Chief of NDEM.

The Chief may appoint membership to meet the following minimum voting member representation:

1. An individual representing Clark County.
2. An individual representing Elko County.
3. An individual representing Nye County.
4. An individual representing Esmeralda County.
5. An individual representing Lincoln County.
6. An individual representing White Pine County.

The Chief may appoint membership to meet the following minimum non-Voting member Representation:

1. Nevada Division of Emergency Management Homeland Security.
2. Department of Energy (DOE), National Nuclear Security Administration, Nevada Field Office (NNSA/NFO); Nevada National Security Site (NNSS)
3. Any other members the Chief finds to be beneficial for the discussion to improve Nevada's resilience.

The Chief of NDEM expects that members will attend every meeting of the Work Group. If a member demonstrates a pattern of non-participation, the Chief of DEM will conduct appropriate membership actions, up to, and including, removal from the Work Group.

#### **IV. Meetings**

EPWG meetings will be called at the discretion of the Chair or at the request of the Chief, but not less than bi-annually and/or at the request of the Chief.

EPWG meetings are subject to the Nevada Open Meeting Law contained in Chapter 241 of the Nevada Revised Statutes.

#### **V. Voting**

A simple majority of voting members present at a Work Group meeting constitutes a quorum for the transaction of business pursuant to the Nevada Open Meeting Law.

Proxies are not recognized by the Nevada Open Meeting Law: proxies do not count towards quorum and cannot vote.

#### **VI. Officers and Duties**

The Officers of the Work Group shall consist of the Chair and Vice Chair.

- a) Chair – The Chair is appointed by, and serves at the pleasure of, the Chief of NDEM. The Chair is the leader of the Work Group and will be the presiding officer at all meetings.
- b) Vice Chair – The Vice Chair is elected by the membership of the Work Group. The Vice Chair will serve a one-year term starting on January 1<sup>st</sup>. In the absence of the Chair, the Vice Chair will assume the responsibilities of the Chair.

There is no limit to the number of terms that a member can serve as the Chair or Vice Chair. Only members of the Work Group are eligible to serve as the Chair or Vice Chair of the Committee.

#### **VII. Administrative Support**

DEM shall provide administrative support to the EPWG.

## **VIII. Communications**

DEM will maintain a portion of their webpage to present Work Group meeting materials to the public in accordance with Open Meeting Law provisions. This webpage will also include items the State Hazard Mitigation Officer and/or this Work Group finds useful to share with our Nevada community to enhance our resilience through tools, techniques, and practices.

## **EMERGENCY PREPAREDNESS WORKING GROUP BYLAWS**

As approved at the January 4, 2017 meeting of the Emergency Preparedness Working Group

### **I. Authority**

The Emergency Preparedness Working Group (“EPWG”) was established by the Chief of the Division of Emergency Management (“Chief”) through the authority granted in NRS 414.040, which authorizes the Chief of the Nevada Division of Emergency Management (NDEM) to carry out programs for emergency management. The EPWG is subject to and under the direction and control of the Chief of NDEM and the Department of Energy (“DOE”).

### **II. Purpose and Mission**

The purpose of the EPWG is to provide a forum for coordination of the low level waste program between Nevada National Security Site (“NNSS”), NDEM, and the counties of Clark, Elko, Esmeralda, Lincoln, Nye and White Pine. The purpose of the grant program is to provide assistance to the counties located along the low level waste transportation routes in Nevada in developing an operational level emergency response capability.

Working Group objectives include:

1. Grant administration coordination, including development of grant guidelines, standardization of grant applications and reporting requirements, and coordination on other crosscutting grant administrative issues.
2. Coordination of multi-county initiatives such as equipment standardization, enhancement of communication systems, and training development and conduct.
3. Concurrence on the NNSS grant funding distribution.
4. Coordination of NNSS equipment loans to the six counties.
5. As a committee, the EPWG promotes activities that contribute in a meaningful way toward building disaster resistant communities in the State of Nevada.

### **III. Membership**

The Chief shall appoint one member from each eligible county based on the recommendation of the respective county management to serve on the EPWG. Each EPWG member (also known as voting member) will serve at the pleasure of the Chief.

The eligible counties are:

1. Clark County
2. Elko County
3. Esmeralda County
4. Lincoln County
5. Nye County
6. White Pine County

New counties may be added to the EPWG eligible member agencies list. The addition of new members will be at the discretion of the Chief based on the Agreement in Principle (“AIP”).

The following agencies are non-voting EPWG member agencies:

1. Nevada Department of Public Safety, Division of Emergency Management
2. National Nuclear Security Administration, Nevada Operations Office

#### **IV. Meetings**

EPWG meetings will be called at the discretion of the Chair or at the request of the Chief, but not less than semi annually.

EPWG meetings are subject to the Nevada Open Meeting Law contained in Chapter 241 of the Nevada Revised Statutes.

#### **V. Subcommittees**

The Chair may appoint subcommittees deemed necessary to assist in carrying out the duties of the EPWG. The Chair shall appoint subcommittee members and a Subcommittee Chair that he determines to be appropriate. All subcommittees will provide periodic status reports to the Chair.

Subcommittee meetings are subject to the Nevada Open Meeting Law contained in Chapter 241 of the Nevada Revised Statutes.

## **VI. Voting**

A simple majority of members constitutes a quorum for the transaction of business pursuant to the Nevada Open Meeting Law. Any action taken by the EPWG must be approved by at least a majority of the voting members present.

Proxies do not count towards quorum and cannot vote.

## **VII. Officers and Duties**

The officers of the EPWG shall consist of the Chair and Vice Chair.

- a) Chair – The Chair is appointed by the Chief. The Chair convenes meetings and is the presiding officer at all meetings, and prepares the official meeting agenda. The Chair is the leader of the EPWG and appoints subcommittee chairmen.
- b) Vice Chair – The Vice Chair is appointed by the Chief and presides in the absence of the Chair.

## **VIII. Grant Administration**

- a) Effective with the FFY19 DOE grant cycle, the performance period for each subgrant will be thirty-six (36) months. No extensions will be provided and any remaining funds at the end of the thirty-six (36) month performance period will be re-obligated by NDEM to projects that can utilize the funds within the available time frame.
- b) Re-obligated DOE grant funds must be utilized within a six (6) month performance period with the possibility of a single six (6) month extension that can be granted at the discretion of NDEM based on available federal timelines.

## **IX. Administrative Support**

NDEM shall provide administrative support to the EPWG.

## **IX. Amendments**

The Bylaws may be amended when necessary by a majority vote of the EPWG.