INTERLOCAL CONTRACT FOR REIMBURSEMENT OF HIGH INTENSITY
DRUG TRAFFICKING AREA GRANT FUNDS

This contract is made and entered into this ____ day of ______, 2009 between the
LAS VEGAS METROPOLITAN POLICE DEPARTMENT, a metropolitan police
department organized under Chapter 280 of the Nevada Revised Statutes (hereinafter
referred to as “LVMPD”), and the COUNTY OF CLARK, a political subdivision of the
State of Nevada (hereinafter referred to as “COUNTY”), for the purpose of reimbursing
financial expenditures related to participation in a Nevada HIDTA Initiative.

WITNESSETH:

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

WHEREAS, the LVMPD has received grant funds from the Office of National Drug
Control Policy (hereinafter referred to as “ONDCP”) to support Nevada High Intensity
Drug Trafficking Area (HIDTA) initiatives in counter drug and violent crime
investigations;

WHEREAS, ONDCP allows for the LVMPD to use grant funds to reimburse authorized
expenses from Nevada law enforcement agencies participating in Nevada HIDTA
initiatives;

WHEREAS, the COUNTY is a designated participant in the Nevada HIDTA and has law
enforcement personnel assigned to Nevada HIDTA initiatives;

NOW, THEREFORE, in consideration of mutual covenants and agreements herein
contained, the parties agree as follows:

I. COUNTY RESPONSIBILITIES

COUNTY shall:
A. Provide the funding for one deputy district attorney, as designated by the
District Attorney, for the prosecution of HIDTA initiative related crimes, in
an amount not to exceed the amount authorized annually by the Nevada
HIDTA Executive Board. Any personnel funded under this provision shall
retain the rights of employment afforded to employees of the COUNTY, and
for no purposes shall they be considered employees of LVMPD;
B. Comply with the ONDCP Program Policy and Budget Guidance. COUNTY
specifically shall ensure that no expenses listed as “Prohibited Use of
HIDTA Funds” under Section 6 are submitted for reimbursement;
C. Report Nevada HIDTA initiative outcomes related to counter drug and violent crime investigations to the Nevada HIDTA Investigative Support Center as requested by LVMPD;

D. Submit requests for reimbursement with supporting documentation showing the amounts paid for expenses eligible for reimbursement and that the amounts paid were related to Nevada HIDTA investigations. Supporting documentation may include payroll records and such other records as LVMPD may require.

E. Requests for reimbursement and all supporting documentation shall be submitted within thirty (30) days of the expenditure to the HIDTA Initiative Manager in charge of the initiative for which the expenses were incurred.

II. LVMPD RESPONSIBILITIES

LVMPD shall:

A. Provide reimbursement of salary and benefits, as paid by the County to said deputy district attorney. LVMPD shall reimburse COUNTY within forty five (45) days after receipt of an accurate, itemized invoice from COUNTY for the salary and benefit expenses related to the position. Such reimbursements must first be approved by the Nevada HIDTA Initiative Manager in which COUNTY participates;

B. Purchase the computer equipment, software and furniture for use by the deputy district attorney;

C. LVMPD shall not reimburse expenses listed as “Prohibited Use of HIDTA Funds” in Section 6 of the ONDCP Program Policy and Budget Guidance.

III. NO INTENT TO BENEFIT THIRD PARTIES

The parties do not intend to benefit any person not named as a party to this contract, to assume any duty to inspect, to provide for the safety of any person, or to assume any duty beyond that imposed by general law.

IV. RESPONSIBILITY FOR ACTS AND OMISSIONS

Each party shall be responsible for the acts and omissions of its officers, agents and employees in accordance with the laws of the State of Nevada. Each party intends to assert all immunities and defenses available to it under the law and nothing contained herein shall be construed as a waiver of any such defenses and immunities.

V. CONTRACT PERIOD

Unless otherwise terminated as set forth in Sections VI or VIII of this contract, this contract shall be effective upon approval by both parties and shall continue for a term of five years. This contract shall be automatically renewed for an additional five year period, unless terminated by either party as provided herein.
LVMPD shall provide at least sixty days’ notice of the termination of any funding from the HIDTA initiative.

VI. TERMINATION

Either party may terminate this Contract by giving the other party sixty (60) calendar day’s written notice. In no event shall the liability of the LVMPD exceed the amount of grant funding for the Nevada HIDTA initiative in which the COUNTY is participating.

VII. MODIFICATION OR ADMENDMENT

This Contract may not be modified or amended except by express written agreement, duly authorized and executed by both parties.

VIII. FISCAL FUNDING

The LVMPD reasonably believes that sufficient funds can be obtained to make all payments during the term of this Contract. If the LVMPD does not allocate funds to continue the functions performed by COUNTY under this contract, this Contract shall terminate when appropriated funds expire.

IN WITNESS WHEREOF, the parties have caused this contract to be executed the day and year first above written.

LVMPD:          COUNTY:

By: ___________________________  By: ___________________________
    Douglas C. Gillespie, Sheriff           David Roger, District Attorney

Approved as to form:

By: ___________________________
    Mary-Anne Miller
    Deputy District Attorney