INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY AND
THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT

WHEREAS, Clark County, Nevada (the “County”), has entered into a grant agreement with State of Nevada, Department of Public Safety, Division of Emergency Management 2014 Department of Energy, Emergency Preparedness Working Group (“EPWG”) grant award; and

WHEREAS, the Las Vegas Metropolitan Police Department (the “Subrecipient”), located at 400 S. Martin L King Blvd. Las Vegas, NV 89106 wishes to purchase “Atmosphere Detection Equipment for Hazardous Materials” and

WHEREAS, the 2014 Emergency Preparedness Working Group Grant funds (the “Funds”) are available to the Subrecipient, to purchase Atmosphere Detection Equipment for Hazardous Material as outlined in Exhibit “A”, “Expenditures Eligible for Reimbursement”; and

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

NOW, THEREFORE, in accordance with NRS 277.180 and related regulations, the parties hereto agree as follows:

1. The County, though its Office of Emergency Management and Homeland Security, (“OEMHS”) shall provide a maximum of TEN THOUSAND SIX HUNDRED SIXTY ONE ($10,661.00) from fiscal year 2014 funds from the EPWG Grant Funds.

2. Subrecipient agrees to use the funds to purchase the “Atmosphere Detection Equipment for Hazardous Materials” as set forth in Exhibit “A”.

3. Subrecipient will provide OEMHS with documentation supporting any and all requests for payment of expenses against the funds encumbered, and will provide any additional documentation requested by OEMHS that may be required in the administration of the grant funds.

4. Regardless of any termination of this agreement, Subrecipient shall comply with all Federal laws and regulations associated with the receipt of the grant funds as a Subrecipient of such funds for the project identified in this Contract. See Exhibit “B” for State and Federal Assurances required under this Contract.

5. It is specifically understood and agreed by Subrecipient that the County shall not be obligated to pay any monies to Subrecipient hereunder and hereafter in the event that such Federal funds for any reason are terminated or withheld from the County or are otherwise not forthcoming, and in such event, County may terminate this Contract.
6. This Contract shall take effect on the date of execution by both parties and shall continue in force and effect until terminated as delineated below:

   a. This Contract shall be completed by June 30, 2015 and shall be deemed completion/terminated on June 30, 2015. Should an extension past the completion date be needed, a request to extend the deadline must be requested in writing no later than 10 business days prior to the completion/termination date. The request shall be sent to the Manager of OEMHS. The Manager of OEMHS shall have the discretion to approve or disapprove any extensions.

   b. May be terminated by any party, for any reason with written notice of at least 30 days.

   c. In accordance with Section 5 above.

7. This Contract and its attachments constitute the entire understanding of the parties concerning the subject matter hereof. This contract may be amended solely by means of written agreement signed by both parties.

8. Subrecipient shall agree to provide evidence of financial accountability. A copy of subrecipient’s most recent single audit report (OMB Circular A-133) or a letter stating that subrecipient expended less than $300,000 of Federal funds during the reporting period must be submitted to Clark County. Letters should be addressed to: Karen Taylor, Administrative Specialist, and Clark County Office of Emergency Management & Homeland Security.

9. Subrecipient shall be responsible for the negligent acts of its employees, officers and agents/vendors in the administration of this agreement.

10. Nothing herein shall be construed to create an employer/employee relationship.

11. This Agreement shall not be construed as, or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have a right of action hereunder.
ENTERED INTO this _______ day of ______________________________, 2014.

ATTEST:                              CLARK COUNTY

By: ______________________________    By: ______________________________
Lynn Marie Goya, County Clerk        Steve Sisolak, Chair
                                      Board of County Commissioners

Date: ______________________________ Date: ______________________________

APPROVED AS TO FORM:

By: ______________________________
Carolyn Campbell, Deputy District Attorney

Date: ______________________________

ATTEST:                              LAS VEGAS METROPOLITAN POLICE DEPARTMENT

By: ______________________________    By: ______________________________
Annamarie Robinson                   Joseph Lombardo, Sheriff
LVMPD Fiscal Affairs Committee Clerk Las Vegas Metropolitan Police

Date: ______________________________ Date: ______________________________

APPROVED AS TO FORM:

By: ______________________________
Mary-Anne Miller, Deputy District Attorney

Date: ______________________________
Las Vegas Metropolitan Police Department:

Atmosphere Detection Equipment for Hazardous Materials $10,661.00

Total $10,661.00

Total Requesting $10,661.00
LAS VEGAS METROPOLITAN POLICE – FY 14 EPWG

1. Clark County will provide TEN THOUSAND AND SIX HUNDRED AND SIXTY ONE DOLLARS ($10,661.00) in fiscal year 2015 FY14, EPWG funding (the “funds”), to the Las Vegas Metropolitan Police Department for Atmosphere Detection Equipment for Hazardous Materials.

2. Sub recipient will provide notice to Clark County Office of Emergency Management and Homeland Security of any desired program changes for which fiscal year 2014 EPWG funding are allocated under the provisions of this interlocal agreement. Any substantive changes shall be done by amendment to this agreement.
EXHIBIT “B”

LOCAL, STATE and FEDERAL ASSURANCES

Clark County Emergency Management & Homeland Security
Financial and Project Activity Assurances

Upon acceptance of funding from the Clark County OEMHS the lead governmental unit hereby agrees to the following financial and project activity assurances governing the transfer of funds.

1. A quarterly Financial Report shall be submitted to Clark County Emergency Management & Homeland Security (OEMHS) no later than 15 days following the close of the quarter. Unless approved by Clark County OEMHS, late reports could delay reimbursement.

2. The final Financial Report must be submitted to Clark County OEMHS no later than 30 days following the end of the grant period. Unless approved by Clark County OEMHS, late reports could result in non-payment of final claim.

3. The Clark County OEMHS retains the right to terminate this contract for cause at any time before completion of the program when it has determined that the subgrantee has failed to comply with the conditions of this agreement.

4. Financial management must comply with the requirements of OMB Circulars A-102 or A-110, whichever is applicable to your organization.

5. All grant expenditures are to be reasonable and allowable in accordance with OMB Circular A-21, A-87 or A-122, whichever is applicable to your organization, and which are incorporated into this agreement by reference.

6. All grant expenditures are to be made in accordance with the interlocal contract. Modifications must be requested and approved in advance by submitting a Project Change Request form to Clark County OEMHS.

7. Grant revenue and expenditure records must be maintained and made available to the Clark County OEMHS for audit.

8. Subgrantees shall comply with the audit requirements of the Single Audit Act Amendment of 1986 and OMB Circular A-133, which is incorporated into this agreement by reference, to include the required submission of the most recent annual independent audit, as prescribed in sections 310 and 315 and section 320, paragraph f.

9. Subgrantees that are institutions of higher education, hospitals or other non-profit organizations shall comply with the audit requirements of OMB Circular A-110, Attachment F.

10. Required documentation for the performance of internal audits must be provided to the Clark County OEMHS within 30 days of request. Grant closeout is contingent upon OEMHS audit and resolution of any discrepancies.

11. The subgrantee agency is required to submit quarterly financial and project activity reports to Clark County OEMHS. Due dates for those reports are as follows:
January 15  -  (for reporting period October 1 to December 31)  
April 15  -  (for reporting period January 1 to March 30)  
July 15  -  (for reporting period April 1 to June 30)  
October 15  -  (for reporting period July 1 to September 30)  

The reports should be completed in accordance with the following format and standards:

12. **Project Activity Report** – A narrative status report describing program accomplishments with respect to meeting stated objectives and completing the projects approved in the allocation of funding. The subgrantee activities should be reported for the quarter and for the cumulative period from the grant award date. Report can be done in a memo format.

13. **Quarterly Financial Reports** – Complete and submit a Quarterly Financial Report form for all expenditures funded by the grant. Include copies of invoices.

14. **Project Change Request** – Grant expenditures are authorized only for purchases and activities approved by the Homeland Security Commission under the grant application process. Any change in the project, needs to be submitted to Clark County OEMHS for submission to Homeland Security Grant Commission for approval.

15. **Equipment Inventory Form** – A completed Equipment Inventory Form is required with the final grant report.

17. Funds granted are to be expended for the purpose set forth in the grant award and in accordance with all applicable laws, regulations, policies, and procedures of the State of Nevada and the applicable federal granting agency.

18. No expenditures will be eligible for compensation if occurring after the term of the interlocal contract.

19. Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the subgrantee in the performance of its obligations under this grant shall be the exclusive property of the State of Nevada and all such material shall be returned to the state upon completion or termination of this grant.

20. If this grant funds any form of written or visual material that identifies employees of DEM or Clark County Emergency Management & Homeland Security (OEMHS), prior approval must be obtained from the DEM and Clark County OEMHS before publishing or finalization.

21. The applicant assures the fiscal accountability of the funds received from the SERC will be managed and accounted for by the jurisdiction chief comptroller and internal control and authority to ensure compliance with County OEMHS documentation, record keeping, accounting, and reporting guidelines will reside with that individual.

22. The subgrantee shall neither assign, transfer nor delegate any rights, obligations or duties under this interlocal contract without prior approval of the Clark County OEMHS.

23. To the extent permitted by law the subgrantee will indemnify, save and hold the state, county, and its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this agreement by subgrantee or its agents or employees.
24. The applicant and its contractors will comply with the nondiscrimination requirements of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the American Disabilities Act of 1992.

25. The applicant will abide by audit requirements as specified in OMB Circular A-133, Audits of State and Local Governments as revised August 29, 1997.

26. The applicant fully understands Clark County OEMHS has the right to suspend or terminate grant funds to any sub-grantee that fails to conform to the requirements or the terms and conditions of its interlocal contract.

Signature below indicates knowledge of and willingness to comply with interlocal contract requirements.

**GOVERNMENTAL UNIT (I.E., COUNTY COMMISSION, COUNTY MANAGER)**

NAME: **STEVE SISOLAK**

TITLE: **CHAIRMAN, BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: ___________________________ DATE: ___________________________

**EMERGENCY MANAGEMENT DEPUTY FIRE CHIEF:**

NAME: ___________________________ TITLE: ___________________________

SIGNATURE: ___________________________ DATE: ___________________________

Please return a copy of the signed assurances along with the Interlocal Contracts to:

Clark County Emergency Management & Homeland Security
Attn: Karen Taylor
575 E. Flamingo Rd,
Las Vegas, NV 89119