MEMORANDUM OF UNDERSTANDING
BETWEEN THE CLARK COUNTY DEPARTMENT OF
ADMINISTRATIVE SERVICES
AND CLARK COUNTY DISTRICT ATTORNEY'S OFFICE
FOR THE GANG UNIT PROGRAM

RECITALS

WHEREAS, Clark County, Nevada, (“the County”), has entered into a grant agreement with the U.S. Department of Justice, Bureau of Justice Assistance, for administration and allocation of the Edward Byrne Memorial Justice Assistance Grant (JAG) funds; and

WHEREAS, pursuant to the above described grant agreement, Clark County (the “County”) is responsible for the administration, implementation, planning, and evaluation of Fiscal Years 2012-2015 JAG Local Solicitation as the Fiscal Agent for all the participating municipalities receiving funding; and

WHEREAS, the objectives of the activities funded by the JAG Program are to support all components of the criminal justice system such as: multi-jurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives; and

WHEREAS, the Community Resources Management (CRM) Division, a subdivision of the Department of Administrative Services, is the grant administrator for Clark County’s Subrecipients for Fiscal Years 2012-2015 JAG Local Grant Funds, and the Board of County Commissioners has allocated funds to assist the Clark County District Attorney, hereinafter referred to as "Subrecipient", to assist with costs related to its Gang Unit Program, hereinafter referred to as “Program”; and

WHEREAS, the parties desire to record their agreement by means of this Memorandum of Understanding (MOU).

NOW, THEREFORE, the parties hereby agree as follows:

A. The County shall provide a maximum of ONE HUNDRED AND ONE THOUSAND DOLLARS ($101,000) from the JAG Local Grant fund (the “Funds”) for Fiscal Years 2012-2015, for salary reimbursement for the Gang Unit Program. The purpose of the funds is delineated by Exhibit “B”, “Scope of Services,” attached hereto and incorporated herein as if fully set forth.

B. The objectives of the Program to be carried out by Subrecipient in this fiscal year will be specifically on the enforcement of gang and related crimes.
C. Subrecipient shall allow duly authorized representatives of the County, or independent auditors contracted by the County, to conduct such reviews, audits, and on-site monitoring of activities related to the Program as the reviewing entity deems to be appropriate in order to determine:

1. Whether objectives of the Program are being achieved;
2. Whether the Program is being conducted in an effective manner;
3. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
4. Whether the financial operations of the Program are being conducted properly;
5. Whether the information provided to the County is accurate; and
6. Whether all of the activities of the Program are conducted in compliance with the law and this MOU.

Visits by the County, or independent auditors contracted by the County, shall be announced to Subrecipient in advance of those visits and shall occur during normal operating hours. Such persons may request, and, if such a request is made, shall be granted access to all of the records of Subrecipient which relate to the Program, including but not limited to all books, documents, accounts, records, reports, files, papers, things, property, and persons pertaining to such financial transactions and necessary to facilitate the audit, accepting such matters as deemed confidential.

D. Subrecipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation including checks, invoices, contracts, vouchers, orders, and other accounting documents which demonstrate in proper detail the nature and propriety of all costs.

E. Copies, excerpts, or transcripts of all of the books, documents, papers, and records including checks, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County without the necessity of visitation.

F. Subrecipient will receive reimbursement for Program activities and Community Resources Management will begin reimbursing eligible costs based upon the receipt and availability of the fees.

G. The parties hereto will amend or otherwise revise this MOU should such modification be required by any applicable law or reasonably necessary to accomplish the legislative intent.

H. This MOU is not intended by the parties to be a contract supported by mutual consideration but rather to memorialize each party's understanding of some of the duties incident to the rights and responsibilities created by law. It is not intended
to benefit any third parties. Neither party waives any rights or expresses any intent not explicitly addressed in this MOU.

I. Subrecipient will provide Program reports to the Community Resources Management Division on a quarterly basis for the program year(s) the Program is receiving funds. These reports will contain, but are not limited to, the information contained in Exhibit “C”, “Quarterly Progress Report to Clark County,” including any narrative report to delineate the benefit realized by the County for Program support.

J. Subrecipient agrees to provide the programmatic and fiscal reports to Clark County’s CRM no later than five calendar days after the end of each calendar quarter to comply with grant guidelines

SIGNATORIES

K. In accordance with the procedures established by Clark County, the Director of the Administrative Services Department and the Clark County Assistant District Attorney are authorized to sign documents on behalf of the administrative sub-entities.

DURATION/TERMINATION

L. This MOU shall take effect on the date of execution and shall continue in force and effect until terminated either:

1. By expiration of this grant agreement on September 30, 2015;

2. By mutual agreement; or

3. By any party, for any reason with written notice at least 60 days prior to the end of the grant program year(s).
ENTERED INTO this 4th day of September, 2012.

CHRIS OWENS, ASSISTANT DISTRICT ATTORNEY

SEBRA SMITH-NEWBY, DIRECTOR
CLARK COUNTY DEPARTMENT OF ADMINISTRATIVE SERVICES

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: STEVEN SWEIKERT, DEPUTY DISTRICT ATTORNEY
EXHIBIT “A”

EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

CLARK COUNTY DISTRICT ATTORNEY’S OFFICE

GANG UNIT PROGRAM

Fiscal Years 2012-2015 JAG Local Grant Funds

The following items may be paid with the JAG Local Grant Funds, not to exceed $101,000.

Program Operations Costs

Salaries & Fringe Benefits (related to Operations)
  Approx. 100% of salary
  (for one (1) gang prosecutor position)  $ 101,000

  Supplies & Postage
  Professional Services
  Travel (local and out-of-state)
  Office Rent and Utilities
  Insurance
  Office Equipment
  Maintenance Supplies
  Staff Development
  Other:

Direct Assistance on Behalf of Participants  $ 0

Indirect/Administrative Costs  $ 0

TOTAL  $101,000
EXHIBIT “B”

CLARK COUNTY DISTRICT ATTORNEY’S OFFICE

GANG UNIT PROGRAM

SCOPE OF SERVICES

Program Years 2012-2015

1. Clark County will provide ONE HUNDRED AND ONE THOUSAND DOLLARS ($101,000) in Fiscal Years 2012-2015 JAG Local Grant funds (the “Funds”) to Subrecipient to assist with reimbursement expenses for the Gang Unit Program (the “Program”).

2. The Program will provide the salaries for one (1) gang prosecutor position who will focus specifically on the enforcement of gang and related crimes in this fiscal year to specifically:

   • Build collaborations and facilitate cooperation among and between agencies and persons serving the gang-related law enforcement population; and

   • Provide technical assistance to improve ability to serve the gang-related law enforcement population.

3. Subrecipient will provide to Clark County Community Resources Management written notice of any program changes during the fiscal year for which County funds are allocated under the provisions of this MOU.
Agency: Clark County District Attorney’s Office
Program: Gang Unit Program

PROGRESS TOWARDS ACHIEVING OBJECTIVES:

<table>
<thead>
<tr>
<th>OBJECTIVE</th>
<th>THIS QUARTER</th>
<th>YEAR TO DATE</th>
</tr>
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<tbody>
<tr>
<td>Number of clients assisted with gang-related crimes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of gang-related cases resolved.</td>
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NARRATIVE REPORT: (please use additional pages as necessary)

Describe any problems and/or changes implemented during the operating year:

Describe any progress made to build collaborations or facilitate cooperation among and between agencies and persons serving the gang-related crime population:

Please list any Technical Assistance subject matters that would improve your agency’s or the community’s ability to better serve the gang-related crime population: