INTERLOCAL AGREEMENT
BETWEEN
CLARK COUNTY AND CLARK COUNTY SCHOOL DISTRICT
FOR THE SUMMER SCHOOL DIVERSION PROGRAM

WHEREAS, Clark County, Nevada (the "County"), has entered into a grant agreement with the Bureau of Justice Assistance (BJA), for participation in the Edward Byrne Memorial Justice Assistance Grant ("JAG") 2010; and

WHEREAS, pursuant to the above described grant agreement, Clark County – Nevada (the "County") is responsible for the administration, implementation, planning and evaluation of the 2010 JAG Program as Fiscal Agent for all the participating Subrecipients, which will be receiving funding from the County; and

WHEREAS, the objectives of the activities, which are 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, Clark County School District, a political subdivision of the State of Nevada, acting through its Clark County School District Partnership Office (the "Subrecipient"), located at 5450 West Sahara Avenue, Suite 250, Las Vegas, Nevada 89146, will provide assistance in reducing crime, and improve public safety through the Summer School Diversion Program (the "Program"); and

WHEREAS, the Subrecipient has requested financial assistance from the County to assist with this Program; and

WHEREAS, the Board has agreed to provide Fiscal Year 2010 JAG funds (the "Funds") to the Subrecipient, such funding to be administered by the Community Resources Management Division ("CRMD"), of Clark County (CRMD and Subrecipient referenced collectively as "the parties"), for the Summer School Diversion Program, as defined in Exhibit "A" "Expenditures Eligible for Reimbursement"; and

WHEREAS, the Subrecipient will assist high school students with the costs of attending summer school and to receive high school accreditation, in accordance with Exhibit "B", "Scope of Work", attached hereto and incorporated herein as if fully set forth; and

WHEREAS, BJA specifically requires the parties to agree with respect to the following matters:

A. The manner in which services will be provided; and

B. The manner in which the parties will cooperate in administering and overseeing the financial aspects of the project or program; 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 which any of the public agencies entering into the contract is authorized to perform by law.

NOW, THEREFORE, in accordance with the grant and related regulations and in consideration herein, the parties hereto agree as follows:

1. CRMD shall provide a maximum of $20,000 from Fiscal Year 2010 JAG funds for the purpose assisting high school students with the costs of enrollment into summer school to receive high school accreditation for the Summer School Diversion Program by Subrecipient.

2. Subrecipient agrees to use the Summer School Diversion Program to provide students who are credit deficient the opportunity to attend summer school to make-up high school credits for graduation and to continue their education.

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

4. Subrecipient shall comply with all Federal laws and regulations associated with the receipt of Justice Assistance Grant funds as a Subrecipient of such funds for the project identified in this Contract.

5. It is specifically understood and agreed by Subrecipient that CRMD 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 forth coming, and in such event, CRMD may terminate this Contract.

6. This Contract shall take effect on the date of execution and shall continue in force and effect until terminated as delineated below:

   a. This Contract shall be completed by September 30, 2013. An extension of the September 30, 2013 deadlines must be authorized by the Manager of the County’s Community Resources Management Division.

   b. Either Party may terminate this Contract for any reason with written notice of at least 60 days.
7. This Contract constitutes the entire understanding of the parties concerning the subject matter hereof. This Contract may be amended solely by means of written amendment signed by both parties.

8. In the event the County desires to increase the amounts set forth in Section 1 and Exhibit "A", the County, in its discretion, shall increase the aforesaid amounts of funding, and Subrecipient agrees that if such augmentation of the budgeted amount occurs, such new amounts shall be governed by all terms and conditions of this Contract as if such amounts were originally included in Page 2, Section 1 and in Exhibit "A".

9. Subrecipient shall agree to provide evidence of financial accountability. A copy of your organization's most recent single audit report (OMB Circular A-133) or a letter stating that it expended less than $500,000 of Federal funds during that reporting period must be submitted to Clark County. Letters should be addressed to Emma Garcia, Clark County Community Resources Management Division, 500 South Grand Central Parkway, P.O. Box 551212, Las Vegas, Nevada 89155-1212.
ENTERED INTO this 1st day of March, 2011.

CLARK COUNTY

ATTEST:

__________________________________  Date: __________________________
SUSAN BRAGER, CHAIR

DIANA ALBA, COUNTY CLERK

APPROVED AS TO FORM:

Date: 9-30-10  DAVID ROGER, DISTRICT ATTORNEY

By: __________________________
Deputy District Attorney

Date: 11-4-10  Clark County School District
School Board

By: __________________________
Terri Janison, President
Clark County School District Board of Trustees

ATTEST:

Date: 11-4-10

By: __________________________
Linda E. Young, Clerk
Clark County School District
Board of Trustees

Date: 10/19/10

APPROVED AS TO FORM:
C. W. Hoffman, Jr., ATTORNEY

By: __________________________
Clark County School District Attorney
Exhibit “A”

EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

CLARK COUNTY SCHOOL DISTRICT
SUMMER SCHOOL DIVERISON PROGRAM

Fiscal Year 2010 Justice Assistance Grant Funds

Professional Services
School Enrollment Costs $100 for one Course @ 200 students $20,000.00

Total Received from JAG 2010: $20,000.00