MEMORANDUM OF UNDERSTANDING
BETWEEN THE CLARK COUNTY DEPARTMENT OF FINANCE
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 2010-2013 JAG Local Solicitation as the Fiscal Agent for all the participating municipalities, which are receiving funding from the County as subrecipients; 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, the Community Resources Management Division, a subdivision of the Department of Finance, is the grant administrator for Clark County for Fiscal Years 2010-2013 JAG Local Grant Funds, and the Board of County Commissioners has allocated funds to assist the Clark County District Attorney, hereinafter referred to as "Recipient", 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 TWO HUNDRED THIRTY THOUSAND AND 00/100TH DOLLARS ($230,000) from the JAG Local Grant fund (the “Funds”) for Fiscal Years 2010-2013, 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 Recipient in this fiscal year will be for the prosecutors to focus specifically on the enforcement of gang and related crimes.

C. Recipient 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 Recipient 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 Recipient 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. Recipient 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. Recipient 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. Recipient 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.

SIGNATORIES

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

DURATION/TERMINATION

K. 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, 2013;

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 1st day of March, 2011.

CHRIS OWENS, ASSISTANT DISTRICT ATTORNEY

GEORGE W. STEVENS, CFO
CLARK COUNTY DEPARTMENT OF FINANCE

APPROVED AS TO FORM:

DAVID ROGER,
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 2010-2013 JAG Local Grant Funds

The following items may be paid with the JAG Local Grant Funds, not to exceed $230,000.

**Program Operations Costs**

- Salaries & Fringe Benefits (related to Operations)
  - Approx. 100% of salary
  - (for two (2) gang prosecutors) $230,000

- 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** $230,000
EXHIBIT “B”

CLARK COUNTY DISTRICT ATTORNEY’S OFFICE

GANG UNIT PROGRAM

SCOPE OF SERVICES

Program Years 2010-2013

1. Clark County will provide TWO HUNDRED THIRTY THOUSAND AND 00/100TH DOLLARS ($230,000) in Fiscal Years 2010-2013 JAG Local Grant funds (the “Funds”) to Recipient to assist with reimbursement expenses for the Gang Unit Program (the “Program”).

2. The Program will provide the salaries for two (2) gang prosecutor positions 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. Recipient 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.