

CBE NO. 606676-23

INTERLOCAL AGREEMENT BETWEEN CLARK COUNTY AND CITY OF LAS VEGAS FOR THE PURCHASE OF TWO-WAY COMMUNICATION HEADSETS

This INTERLOCAL AGREEMENT hereinafter referred to as "AGREEMENT" is entered into by and between CLARK COUNTY, Nevada, hereinafter referred to as "COUNTY" and CITY OF LAS VEGAS, hereinafter referred to as "AGENCY" for the purchase of two-way communication headsets. Each of the above is a "PARTY" and collectively are "PARTIES" to this AGREEMENT.

This AGREEMENT is effective upon the date of the last PARTY's authorized signature ("Effective Date").

WITNESSETH:

WHEREAS, NRS 277.180 authorizes public agencies to contract with any one or more other 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, COUNTY has entered into a grant agreement with State of Nevada, Department of Public Safety for participation in the Fiscal Year 2024 State Emergency Response Commission ("SERC") United We Stand ("UWS") grant funds;

WHEREAS, the Local Emergency Planning Committee ("LEPC") allocated the 2024 UWS grant funds to AGENCY;

WHEREAS, AGENCY, located at 3300 Stewart Avenue, Las Vegas, Nevada 89101 will purchase two-way communication headsets with the 2024 UWS grant funds allocated by LEPC; and

WHEREAS, the 2024 UWS grant funds will reimburse AGENCY for equipment as listed in Exhibit "A," "Expenditures Eligible for Reimbursement".

NOW, THEREFORE, the PARTIES mutually agree as follows:

ARTICLE I: SCOPE OF WORK

1. AGENCY shall purchase the two-way communication headsets listed in Exhibit "A."
2. AGENCY shall comply with all state laws and regulations associated with the receipt of the 2024 UWS grant funds for the project identified in this AGREEMENT. See Exhibit "B" – Local, State and Federal Assurances (as applicable). The obligations contained in this section shall survive any early termination of this AGREEMENT.
3. AGENCY shall agree to provide evidence of financial accountability. AGENCY may satisfy this requirement by providing COUNTY a copy of AGENCY'S most recent single audit report (Office of Management and Budget ("OMB") 2 C.F.R 200.500) or a letter stating that AGENCY expended less than \$750,000 of federal funds during the reporting period.

ARTICLE II: TERM OF AGREEMENT

Commencing from the Effective Date of this AGREEMENT, the term shall be through June 30, 2024.

Notwithstanding the foregoing provision, either PARTY may terminate this AGREEMENT, without cause, upon giving ninety (90) days written notice to the other PARTY. In the event the Budget Act and Fiscal Fund Out provision is invoked, this AGREEMENT shall expire June 30th of the current fiscal year. Termination due to the failure of COUNTY or AGENCY to appropriate monies shall not relieve the PARTIES' obligations under this AGREEMENT incurred through June 30th of the fiscal year for which monies were

appropriated for their operations.

ARTICLE III: PRICE, PAYMENT, AND SUBMISSION OF INVOICE

1. COUNTY, through its Office of Emergency Management and Homeland Security ("OEMHS"), shall provide a maximum of Twenty-One Thousand Six Hundred Seventy Dollars (\$21,670.00) to AGENCY from the Fiscal Year 2024 UWS grant funds subject to the conditions set forth in this AGREEMENT.
2. AGENCY shall provide OEMHS with all documentation supporting any requests for payment of expenses against the funds encumbered and shall provide any additional documentation requested by OEMHS that may be required in the administration of the 2024 UWS grant funds.
3. AGENCY understands and agrees that COUNTY shall not be obligated to pay any monies to AGENCY if such 2024 UWS grant funds are terminated, are withheld from COUNTY, or are otherwise not forthcoming for any reason. In the event no 2024 UWS grant funds are forthcoming, COUNTY may immediately terminate this AGREEMENT.
4. If COUNTY rejects an invoice as incomplete, AGENCY will be notified within thirty (30) calendar days of receipt and AGENCY will have thirty (30) days to correct the invoice and resubmit.

Invoices shall be submitted as follows:

Pamela Hatty, Administrative Specialist
Clark County Office of Emergency Management & Homeland Security
575 E Flamingo Road
Las Vegas, NV 89119

5. AGENCY must notify COUNTY in writing of any changes to AGENCY remit payment address or other pertinent information that may affect issuance of payment, and allow thirty (30) days for the change to be processed.
6. COUNTY is not responsible for late payments on inaccurate invoices and/or incomplete or unsatisfactory deliverables or milestones. COUNTY does not pay late fees or charges. Final payment may be withheld until all deliverables have been submitted and accepted or final services have been rendered.

ARTICLE IV: FISCAL FUNDING OUT CLAUSE

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this AGREEMENT between the PARTIES shall not exceed those monies appropriated and approved by COUNTY for the then current fiscal year under the Local Government Budget Act. This AGREEMENT shall terminate and COUNTY'S obligations under it shall be extinguished at the end of any of COUNTY'S fiscal years in which COUNTY'S governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this AGREEMENT. COUNTY agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this AGREEMENT. In the event this section is invoked, this AGREEMENT will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve COUNTY of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

ARTICLE V: AMENDMENT / ENTIRE AGREEMENT

Amendment to AGREEMENT may be made only upon mutual consent in writing, by the PARTIES hereto and executed with the same formality attending the original. Executed AGREEMENT, together with any attachments, contains the entire agreement between COUNTY and AGENCY relating to the rights granted and obligations assumed by the PARTIES hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of agreement not expressly set forth in this AGREEMENT are of no force or effect.

ARTICLE VI: ASSIGNMENTS

Neither PARTY may assign or delegate all or any part of this AGREEMENT without the written consent of both PARTIES, and executed with the same formality as attending this original.

ARTICLE VII: NOTICES

Any notice required or permitted to be given hereunder shall be in writing and shall either be delivered personally to the PARTY to whom such notice is given, or sent to it by United States registered or certified mail, postage prepaid and return receipt requested, addressed or delivered to such PARTY at the address or addresses designated below (or such other address or addresses as may hereafter be designated by a PARTY) by written notice to the other PARTY:

To COUNTY: Attention: Pamela Hatty, Administrative Specialist
Clark County Office of Emergency Management & Homeland Security
575 East Flamingo Road
Las Vegas, NV 89119

To AGENCY: Attention: Carolyn Levering, Emergency Manager
City of Las Vegas Office of Emergency Management
495 South Main Street
Las Vegas, Nevada 89101

ARTICLE VIII: POLICIES AND PROCEDURES

AGENCY agrees to abide by all quality assurance, utilization review, peer review and consultation, standardized reporting, credentialing, and policies and procedures mutually established by COUNTY and AGENCY.

ARTICLE IX: INSURANCE

AGENCY agrees to maintain, at its own expense, general liability and medical malpractice insurance, through a self-funded program, on its employees and officers.

ARTICLE X: WAIVER AND SEVERABILITY

Any waiver of a breach of any provision of this AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision. In the event any provision of this AGREEMENT is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, or is found to be in violation of State Statutes and/or regulations, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the non-compliance. The remainder of the provisions of this AGREEMENT not in question shall remain in full force and effect.

ARTICLE XI: LAW OF VENUE

This AGREEMENT shall be governed by the laws of the State of Nevada. Each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this AGREEMENT or any alleged breach thereof.

ARTICLE XII: LIABILITY

Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each PARTY

shall be responsible for all liability, claims, actions, damages, losses, and expenses caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers, employees, and agents. The PARTIES do not waive and intend to assert all available NRS Chapter 41 liability limitations in all cases. Any liability of either PARTY shall not be subject to punitive damages. Each PARTY shall bear its own attorneys' fees and court costs in connection with any legal proceeding hereunder. This section shall survive any termination or natural expiration of this AGREEMENT.

ARTICLE XIII: AUDIT

AGENCY shall allow COUNTY OEMHS to annually audit all activities relating to this funding to maintain compliance to all federal OMB requirements and state grant guidance.

ARTICLE XIV: WAIVER

No waiver of any provision of this AGREEMENT shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the PARTIES.

ARTICLE XV: NO JOINT VENTURE

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

ARTICLE XVI: NO THIRD-PARTY BENEFICIARIES

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.

ARTICLE XVII: EXECUTION

This AGREEMENT may be executed in multiple counterparts, each of which will be deemed an original, but which together shall constitute one instrument. Facsimile or electronic transmissions of documents and signatures shall have the same force and effect as originals.

ARTICLE XVIII: PUBLIC RECORDS

Each party is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Each Party's records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This AGREEMENT and all supporting documents are deemed to be public records.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be signed and intend to be legally bound thereby.

CLARK COUNTY

ATTEST:

By: _____
JAMES B. GIBSON, CHAIR
Clark County Commission

By: _____
LYNN MARIE GOYA
County Clerk

Date: _____

Date: _____

APPROVED AS TO FORM:

Steven Wolfson, District Attorney

By: _____
JASON B. PATCHETT
Deputy District Attorney

Date: _____

CITY OF LAS VEGAS

ATTEST:

By: _____
CAROLYN GOODMAN
Mayor

By: _____
LUANN HOLMES
City Clerk

Date: _____

Date: _____

APPROVED AS TO FORM:

Dimitri P. Dalacas
Deputy City Attorney

By:  _____
Deputy City Attorney

Date: 6/28/23

Council Action: _____, 2023 – Item # _____

**EXHIBIT A
EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
CITY OF LAS VEGAS
FY24 UNITED WE STAND GRANT**

City of Las Vegas Department of Public Safety:

Two-way communication headsets (used with helmets)	\$	21,670.00
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Total Requesting	\$	21,670.00
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EXHIBIT B

LOCAL, STATE and FEDERAL ASSURANCES (AS APPLICABLE)

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

Upon acceptance of funding from the Clark County OEMHS the AGENCY 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 Agreement for cause at any time before completion of the program when it has determined that the AGENCY has failed to comply with the conditions of this Agreement.
4. ~~Financial management must comply with the requirements of OMB 2 C.F.R. Part 200, whichever is applicable to your organization.~~
5. ~~All grant expenditures are to be reasonable and allowable in accordance with OMB Part 200, 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 this Agreement. 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 2 C.F.R. 200, which is incorporated into this Agreement by reference, to include the required submission of the most recent annual independent audit.~~
9. ~~Subgrantees that are institutions of higher education, hospitals or other non-profit organizations shall comply with the audit requirements of OMB 2 C.F.R. 200.~~
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 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 AGENCY 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 SERC under the grant application process. Any change in the project, needs to be submitted to Clark County OEMHS for submission to SERC 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 Agreement.
19. Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the AGENCY 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 SERC 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 AGENCY shall neither assign, transfer nor delegate any rights, obligations, or duties under this Agreement without prior approval of the Clark County OEMHS.
23. To the extent permitted by law the AGENCY will indemnify, save, and hold the state, county, and its agents and employees harmless from all claims, causes of action or liability arising from the performance of this Agreement by AGENCY 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 2 CFR 200, as applicable.~~