

**INTERLOCAL AGREEMENT  
BETWEEN  
CITY OF LAS VEGAS AND CITY OF CARSON CITY**

**WHEREAS**, the **CITY OF LAS VEGAS** (hereinafter "City"), has entered into an interlocal agreement with Clark County for participation in the **FFY-06 HOMELAND SECURITY GRANT PROGRAM** (hereinafter "Program"). This Program originates from the U.S. Department of Homeland Security and the funding is passed through the Nevada Division of Emergency Management (hereinafter "NDEM"); and,

**WHEREAS**, the **CITY OF CARSON CITY** (hereinafter "Subrecipient"), a unit of local government, is a committed participant in the Program and funds totaling **\$52,762.55** are designated within the City grants to support the Subrecipient's initiatives. It is understood that the Subrecipient's total funds are derived from two independent Federal grants whereas \$10,500.00 originate from the FFY-06 State Homeland Security Grant Program (SHSP) and \$42,262.55 originate from the FFY-06 Citizen Corps Program (CCP); and,

**WHEREAS**, the objective of this Agreement is to facilitate the pass-through of the designated funds from City to the Subrecipient. Such funds are defined in Exhibit "A" "Schedule of City of Carson City Program Funds"; 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 CONSIDERATION OF THE FOREGOING AND THE COMMITMENTS CONTAINED HEREIN, IT IS MUTUALLY AGREED AS FOLLOWS:**

1. Both parties understand and agree that federal funding provided through the FFY-06 HOMELAND SECURITY GRANT PROGRAM is provided via NDEM on a reimbursement basis and such reimbursement is contingent upon Subrecipient's adherence to all applicable federal and state grant program guidelines and project scope of work. The Subrecipient is responsible for advanced expenditures and agrees to use the designated Program funds to support the Citizen Corps Program as identified in Exhibit "A" "Schedule of City of Carson City Program Funds", attached hereto and incorporated herein as if fully set forth.
2. All assets acquired by the Subrecipient with the transferred funds are the permanent property of Subrecipient. The Subrecipient shall assume all fiscal responsibility for the continuing maintenance costs, repair costs, replacement costs and applicable user fees of all assets; and, Subrecipient shall assume audit accountability of all assets and transferred funds.
3. Subrecipient will provide City with documentation supporting all periodic reporting and audit requests, including those items identified in Exhibit "B" "City of Las Vegas Program Assurances."
4. Regardless of any termination of this Agreement, Subrecipient shall comply with all state and federal laws and regulations associated with the receipt of funds through the Program.
6. It is specifically understood and agreed by both parties that any changes to the use of funds and/or scope of work funded by the Program must be requested, in advance, by the City and such changes are approved or denied by NDEM.

7. This Agreement shall take effect on the date of execution and shall continue in force and effect until terminated as delineated below:
  - a. The terms of this Agreement shall be completed by **January 30, 2008**. An extension request must be requested no less than 30 days prior to this deadline. Approval or denial is contingent upon extension of the grant performance period determined by NDEM.
  - b. By either party, for any reason with written notice of at least 60 days.
8. In the event the City is able to increase the funding set forth in Exhibit "A", at its sole discretion City will increase the aforesaid funding, and Subrecipient agrees that if such augmentation of the funding occurs, such new amounts shall be governed by all terms and conditions of this Interlocal Agreement as if such amounts were originally included in Exhibit "A".
9. Subrecipient may not assign this Agreement in whole or in part, nor any right, duty or obligation provided herein, without the express written consent of the City. The rights and liabilities set forth herein shall inure to the benefit and bind successors and assigns of the parties to this Agreement, but shall not inure to the benefit of any third party or person.
10. To the extent permitted by law, including but not limited to the provisions of NRS Chapter 41, Subrecipient agrees to defend, indemnify, protect, save and hold harmless the City and its agents, directors, officers, employees, and its successors and assigns from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed in, asserted against, incurred or suffered by such indemnified party or its agents, directors, officers or employees or its successors or assigns by reason of damage, loss, or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of any of the provisions of this Agreement.
11. The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against either party.
12. This Agreement embodies the entire agreement of the parties concerning the subject matter herein described, and no other understanding whether verbal, written or otherwise exists between the parties. This Agreement may be amended solely by means of written amendment signed by both parties.
13. Termination of participation or cancellation of this Agreement pursuant to the provisions set forth above and any other communications required during administration of this Agreement shall be issued in the following manner:

TO SUBRECIPIENT:

Stacey Giomi, Fire Chief/Emergency Management Director  
Carson City Fire Department  
777 S. Stewart St.  
Carson City, NV 89701

TO CITY:

Las Vegas Office of Emergency Management  
Fire & Rescue Headquarters  
500 N. Casino Center Blvd.  
Las Vegas, Nevada 89101-2986

IN WITNESS WHEREOF, the parties have approved this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2006, and their authorized officers have affixed their names hereto.

**CITY OF LAS VEGAS**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Oscar B. Goodman, Mayor

**APPROVED AS TO FORM:**

Thomas R. Green 11/28/06 \_\_\_\_\_ Date \_\_\_\_\_  
Tom Green, Deputy City Attorney

**ATTEST:**

\_\_\_\_\_  
Barbara Jo Ronemus, City Clerk Date \_\_\_\_\_

**CITY OF CARSON CITY – FIRE & EMERGENCY MANAGEMENT DEPARTMENT**

By: Mary Teixeira 12/21/06 \_\_\_\_\_ Date \_\_\_\_\_  
Mary Teixeira, Mayor

**APPROVED AS TO FORM:**

Melanie Bukatta, DDA 12-21-06 \_\_\_\_\_ Date \_\_\_\_\_  
Noel Water, Carson City District Attorney

**ATTEST:**

Alan Glover 12/21/06 \_\_\_\_\_ Date \_\_\_\_\_  
Alan Glover, Carson City Clerk

**EXHIBIT "A"**

**SCHEDULE OF CITY OF CARSON CITY PROGRAM FUNDS**

**City of Carson City – Fire & Emergency Management Department**

<b>FFY-06 STATE HOMELAND SECURITY GRANT PROGRAM (SHSP) CFDA #97.067; PASS-THRU #SHSP-06.02</b>	
<b>DESCRIPTION</b>	<b>TOTAL</b>
Community Emergency Response Team (CERT) program expenses	\$ 10,500.00
<b>SUB-TOTAL</b>	<b>\$10,500.00</b>
<b>FFY-06 CITIZEN CORPS PROGRAM (CCP) CFDA #97.053; PASS-THRU #CCP-06.02</b>	
Community Emergency Response Team (CERT) program expenses	\$10,000.00
Community education van	\$32,262.55
<b>SUB-TOTAL</b>	<b>\$42,262.55</b>
<b>GRAND TOTAL</b>	<b>\$52,762.55</b>

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## **EXHIBIT "B"**

### **CITY OF LAS VEGAS PROGRAM ASSURANCES**

1. Subrecipients shall comply with the audit requirements of the Single Audit Act of 1984 and OMB Circular A-133, to include the required submission of a Subrecipient independent audit, as prescribed in sections 310 and 315 and section 320, paragraph f.
2. Subrecipients 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.

Required documentation for the performance of audits and quarterly reports, including project narrative and financial reports, must be provided to the City of Las Vegas within 15 calendar days of request. Grant closeout is contingent upon NDEM audit and resolution of any discrepancies.

3. The City retains the right to terminate this Agreement for cause at any time before completion of the program when it has determined that the Subrecipient has failed to comply with the conditions of this Agreement.
4. Subrecipients are instructed to send all aforementioned program reports and financial correspondence to:

Patty Braganza, Financial Analyst  
City of Las Vegas Finance Department, 6<sup>th</sup> Floor  
400 Stewart Street, Las Vegas  
Nevada, 89101-2986.

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