

**INTERLOCAL CONTRACT
BETWEEN CLARK COUNTY AND
THE CITY OF LAS VEGAS**

WHEREAS, Clark County, Nevada (the "County"), has entered into a grant agreement with State Emergency Response Commission for participation in the FY08 SERC Grant Equipment and Operations Program; and

WHEREAS, the City of Las Vegas (the "Subrecipient"), a unit of local government located at 400 Stewart Ave, Las Vegas, NV 89101 wishes to purchase Detection Equipment through the FY 08 SERC Grant Equipment and Operations (the "Project"); and

WHEREAS, the County has agreed to provide FY08 SERC Grant Equipment and Operations (the "Funds") to the Subrecipient, such funding to be administered by Clark County Emergency Management & Homeland Security (EMHS)), a division of the Administrative Services Department of Clark County (County and Subrecipient referenced collectively as "the parties"), for its FY 08 SERC Grant Equipment and Operations, as defined in Exhibit "A" "Expenditures Eligible for Reimbursement"; and

WHEREAS, the Subrecipient intends to use the funds to purchase Two CP3 Monitor including accessories and ammonia/chlorine sensor; 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 agency entering into the contract is authorized to perform by law.

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

- 1. EMHS shall provide a maximum of FIVE THOUSAND DOLLARS (\$5,000.00) from Fiscal Year 2008 funds for the FY08 SERC Grant Equipment and Operations.**
- 2. Subrecipient agrees to use the funds to purchase as set for the in Exhibit "A".**

- 3. Subrecipient will provide EMHS with documentation supporting any and all requests for payment of expenses against the funds encumbered, and will provide any additional documentation requested by EMHS that may be required in the administration of the grant funds.**
- 4. Regardless of any termination of this agreement, Subrecipient shall comply with all Federal laws and regulations associated with the receipt of the 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 EMHS 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 forthcoming, and in such event, County may terminate this Contract.**
- 6. This Contract shall take effect on the date of execution by both parties and shall continue in force and effect until terminated as delineated below:**
 - a. This Contract shall be completed by June 30, 2008. An extension after the June 30, 2008 deadline must be requested by the Manager of EMHS**
 - b. By any party, for any reason with written notice of at least 60 days.**
- 7. This Contract and its attachments constitute 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, subject to Subrecipient's consent to provide matching funds if necessary, the County, at its sole discretion, shall increase the aforesaid amounts of funding, and Subrecipient agrees that if such augmentation of the budgeted amounts occur, such new amounts shall be governed by all terms and conditions of this Interlocal Agreement as if such amounts were originally included in 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 you expended less than \$300,000 of Federal funds during the reporting period must be submitted to Clark County. Letters should be addressed to Bebe Razack, Financial Office Specialist, Clark County Office of Emergency Management and Homeland Security.**

ENTERED INTO this _____ day of _____, 2007.

ATTEST:

CLARK COUNTY

By: _____
Shirley Parraguirre, County Clerk

By: _____
Rory Reid, Chair
Board of County Commissioners

Date: _____

Date: _____

APPROVED AS TO FORM:

By: Michael H. Foley
Michael Foley, Deputy District Attorney

Date: 5-23-07

ATTEST:

CITY OF LAS VEGAS

By: _____
Oscar Goodman, Mayor
City of Las Vegas

Date: _____

APPROVED AS TO FORM:

By: _____
Bradford Jerbic, City Attorney

Date: _____

EXHIBIT "A"

**EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
CITY OF LAS VEGAS
FY08 SERC GRANT EQUIPMENT AND OPERATIONS**

Description

CP3 Monitor Including accessories and ammonia/chlorine sensor
Quantity: 1 Cost: \$5,000.00

Total: \$5,000.00

Amount being requested: \$5,000.00

EXHIBIT "B"

CITY OF LAS VEGAS– FY08 SERC GRANT EQUIPMENT AND OPERATIONS

SCOPE OF WORK AWARD YEAR 2008

1. Clark County will provide FIVE THOUSAND DOLLARS (\$5,000.00) in Fiscal Year 2008 FFY08, SERC Grant Equipment and Operations (the "funds"), to The City of Las Vega, for Detection Equipment to investigative and provide direct operational support to front-line City of Las Vegas personnel at hazardous materials investigation sites.

2. Subrecipient will provide notice to Clark County Office of Emergency Management of any program changes for which Fiscal Year 2008 SERC Grant Equipment and Operations funds are allocated under the provisions of this Interlocal Agreement.