

INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAS VEGAS, THE COUNTY OF CLARK, THE CITY OF HENDERSON, THE CITY OF NORTH LAS VEGAS AND THE CITY OF MESQUITE REGARDING THE AMERICAN REINVESTMENT AND RECOVERY ACT FUNDS OBTAINED BY THE CITY OF LAS VEGAS THROUGH THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

This Interlocal Agreement is hereby made and entered into on this _____ day of _____, 2009 by and among the cities of Las Vegas ("Las Vegas"), Henderson ("Henderson"), Mesquite ("Mesquite"), and North Las Vegas ("NLV"), and the County of Clark ("County"), each a political subdivision of the state of Nevada, collectively referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, on June 9, 2009, the Parties applied as a "Disparate Jurisdiction" for a grant of funds from the Department of Justice pursuant to the Edward Byrne Memorial Justice Assistance Grant Formula Program (the "Grant Program") in the amount of \$7,558,206 to assist the Parties' efforts to prevent and reduce crime and violence as required by the terms of the Grant Program.

WHEREAS, on May 5, 2009, the Parties executed a Memorandum of Understanding ("MOU") identifying Las Vegas as the Fiscal Agent of any Grant Funds allocated to the Parties by United States Department of Justice.

WHEREAS, the MOU provided that the Parties would execute an interlocal agreement among one another to provide the framework for the administration of the Grant Program and the distribution of the Grant Funds, in accordance with the Recovery Act: Edward Byrne Memorial Justice Assistance Grant Formula Program: Local Solicitation and any other rules and regulations promulgated by the Department of Justice.

WHEREAS, the Parties have met to discuss and determine how the Grant Funds will be administered by Las Vegas, and the Parties have determined how the funds will be disseminated among the Parties over the four year term of the Grant Program.

WHEREAS, this Agreement defines the means by which the Grant Funds shall be divided and administered by Las Vegas, and specifically, how subsequent decisions regarding the payment of Grant Funds to each of the Parties by Las Vegas are to be determined, the structure for reporting, the rules and responsibilities of each Party if a Party allocates a portion of its Grant Funds to another recipient that has already been approved by Las Vegas and the consequences for a failure to adequately report to Las Vegas or a failure to follow the Program, its rules, regulations and guidelines.

WHEREAS, pursuant to NRS 277.180, the Parties are authorized to enter into an Interlocal Agreement to perform a governmental service, activity or undertaking that one of the Parties is authorized to perform. The Parties are each authorized by law to provide for justice-

related activities, and this Agreement serves to properly allocate and administrate federal grant monies for the further provision of justice-related activities among the Parties.

NOW, THEREFORE, in consideration of the mutual terms, conditions, and covenants hereinafter set forth, the Parties agree as follows:

AGREEMENT

I. Definitions.

A. “Allocation” means the specific amount of dollars allocated to the Fiscal Agent or a particular Sub-Recipient over the four year term of the Grant Program.

B. “DOJ” means the Department of Justice.

C. “Fiscal Agent” is the unit of local government responsible for the administration of the Grant Funds. The Fiscal Agent for the Grant Program is Las Vegas. When this term is used in the context of approval or denial of request, the Fiscal Agent refers to Las Vegas’s City Manager or designee.

D. “Grant Funds” are the monies awarded to the Parties through the Department of Justice: Edward Byrne Memorial Justice Assistance Grant Formula Program.

E. “Grant Program” is the Recovery Act: Edward Byrne Memorial Justice Assistance Grant Formula Program: Local Solicitation.

F. “Sub-Recipient” means one of the following entities awarded an Allocation of Grant Funds: Henderson, NLV, Mesquite, and the County.

G. “Sub-Sub Recipient” means either a governmental agency or 501(c)(3) non-profit organization that is approved by the Fiscal Agent for reimbursement for a portion of a sponsoring Sub-Recipient’s or Fiscal’s Agent’s Allocation. The four Sub-Sub Recipients approved by the Fiscal Agent and allocated a portion of the County’s Allocation are: the Clark County District Attorney; Clark County Parks and Recreation Department--Southern Nevada Gang Task Force; Clark County School District--Summer School Diversion Program; and Nevada Child Seekers. The Sub-Sub recipient approved by the Fiscal Agent and allocated a portion of Las Vegas’s Allocation is: the Las Vegas Metropolitan Police Department (“Metro”). Monies for reimbursement to Sub-Sub Recipients shall be allocated from the requesting Sub-Recipient’s Allocation. Notwithstanding anything to the contrary in this Agreement, the responsibilities of Fiscal Agents’ Sub-Sub Recipient(s) shall be the same as the responsibilities of all Sub-Recipients’ Sub-Sub Recipients.

...
...
...
...

II. Administration of Grant Funds.

A. Generally.

1. Adherence to Grant Program Guidelines. The Parties agree to adhere to the Grant Program guidelines as provided by the Recovery Act: Edward Byrne Memorial Justice Assistance Grant Formula Program: Local Solicitation. (OMB No.1121-0323, Release Date, March 6, 2009) (the "Local Solicitation"). If this Agreement is silent on a particular issue, or there is a conflict between the terms of this Agreement and the Local Solicitation, the terms of the Local Solicitation shall prevail. If there is a conflict between this Agreement and/or the Local Solicitation and Federal policy or law, Federal policy or law shall prevail. If the Local Solicitation and/or Federal policy or law are silent on an issue that is a term of this Agreement, this Agreement shall prevail. A violation of the terms of this Agreement, the terms of the Local Solicitation or Federal policy or law as it pertains to the use of Grant Funds, reimbursement of Grant Funds or the reporting of Grant Funds is a violation of this Agreement. A copy of the Local Solicitation is attached hereto as Exhibit 1.

2. Grant Funds shall be Non-Supplanting. The Fiscal Agent, Sub-Recipients and Sub-Sub Recipients must ensure that Grant Funds shall only be used to supplement existing program activities and that Grant Funds shall not be used to supplant (replace) previously appropriated non-grant funds by the Fiscal Agent, Sub-Recipients or any Sub-Sub Recipients.

3. Grant Funds not to be Commingled. Any Grant Funds received by the Fiscal Agent, Sub-Recipients or Sub-Sub Recipients shall be kept separate and apart from any and all other monies. No commingling of Grant Funds monies shall occur.

4. Use of Grant Funds Shall Comply with Grant Program. The Local Solicitation permits Grant Funds to be "used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information systems for criminal justice, and criminal justice related research and evaluation activities that will improve or enhance:

- a. law enforcement activities;
- b. prosecution and court programs;
- c. prevention and education programs;
- d. corrections and community corrections programs;
- e. drug treatment and enforcement programs;
- f. planning, evaluation and technology improvement programs; or
- g. crime victim and witness programs (other than compensation).

5. Prohibited Use of Grant Funds. The Local Solicitation prohibits the use of Grant Funds as follows. "No JAG funds may be expended outside of the JAG purpose areas. Even within the purpose areas, however, JAG funds may not be used directly or indirectly for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Nor may JAG funds be used directly or indirectly for any of the following matters unless the Bureau of Justice Assistance certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order:

- a. vehicles (except police cruisers), vessels (except police boats) or aircraft (excluding police helicopters);
- b. luxury items;
- c. real estate;
- d. construction projects (other than penal or correctional institutions); or
- e. any similar matters.

6. Department of Justice Policy OCPS 7130.1. All expenditures of money to be reimbursed by the Grant Program shall comply with Department of Justice Policy OCPS 7130.1 regarding the use of federal funds by grantees. A copy of OCPS 7130.1 is attached hereto as Exhibit 2.

7. GAAP Required. Any entity receiving reimbursement from the Grant Program must use Generally Accepted Accounting Principles for reporting and/or reimbursement activities.

8. Office of Management and Budget (OMB) Circulars. Any entity receiving reimbursement from the Grant Program must comply with all OMB Circulars relating to federal grants.

9. Fiscal Agent Audit. In addition to any audit obligations under federal policy or law related to federal grant programs, any entity receiving reimbursement from the Grant Program hereby acknowledges and agrees to abide by the following:

a. The Sub-Recipients (on behalf of themselves and any sponsored Sub-Sub Recipients) as provided for in section II. A. 10, below, agree to maintain financial records pertaining to all matters relative to the Grant Program and retain all records and supporting documentation applicable to this Grant Program for a period of three (3) years after completion of the Grant Program. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved.

b. The Sub-Recipient agrees to permit the Fiscal Agent or the Fiscal Agent's designated representatives to inspect and audit its records and books relative to this Grant Program at any time during normal business hours and under reasonable circumstances and to copy any information that the Fiscal Agent desires concerning Sub-Recipient's operation hereunder. The Sub-Recipient further understands and agrees that said inspection and audit will be exercised upon written notice to the Sub-Recipient.

c. If, at any time during the term of this Grant Program, or at any time after the expiration or termination of the Grant Program, the Fiscal Agent or the Fiscal Agent's designated representatives finds the actual monetary reimbursement by the DOJ is more than actual amount spent by a Sub-Recipient or Sub-Sub Recipient, the Sub-Recipient agrees that the difference shall be repaid immediately by the Sub-Recipient to the Fiscal Agent for disposition of the funds as directed by the DOJ.

10. Sub-Sub Recipients; Agreement Between Sub-Recipient and Sub-Sub Recipient Required. All Sub-Sub Recipients shall comply with all terms and conditions of this Agreement, the Local Solicitation and Federal policies and laws.

Any Sub-Recipient that desires to allocate a portion of its Allocation to a Sub-Sub Recipient shall enter into an agreement with that Sub-Sub Recipient that requires the Sub-Sub Recipient to comply with the terms and conditions of this Agreement (including, but not limited to, auditing, all reporting requirements and requirements for reimbursement requests), the Local Solicitation and Federal policies and laws, and such agreement shall be executed between the Sub-Recipient and the Sub-Sub Recipient prior to any request for reimbursement on behalf of the sponsored Sub-Sub Recipient.

A Sub-Recipient that sponsors a Sub-Sub Recipient hereby acknowledges and agrees that it, the Sub-Recipient, is responsible for the Sub-Sub Recipient in totality, and the Sub-Recipient shall be charged with requesting reimbursement and reporting all necessary information on behalf of its sponsored Sub-Sub Recipient. Any violations of this Agreement, the Local Solicitation and Federal policies and laws, by a sponsored Sub-Sub Recipient shall be deemed the actions of the sponsoring Sub-Recipient for purposes of the Grant Program, and any penalties or consequences shall accrue against the sponsoring Sub-Recipient.

B. Grant Fund Allocation.

1. Allocation. The Parties hereby agree that the document attached hereto as Exhibit 3 defines the Allocation to the Fiscal Agent and each of the Sub-Recipients.

2. Amendment of Allocation. Except as otherwise provided for the Fiscal Agent herein, the Parties acknowledge that the dollar amount of the Allocation is final, and such Allocation may not be amended over the term of the Grant Program without the prior written approval by Las Vegas and all Sub-Recipients and amendment of this Agreement.

C. Modification of Allocation.

While the Parties agree that the total dollar amount of an Allocation may not be increased over the term of the Grant Program, the Parties do acknowledge the need for flexibility to permit the Fiscal Agent to modify each Allocation upon request by a Sub-Recipient for either a Budget Modification or a Non-Budget Modification. Following is each term defined, the process for each type of modification, and the dollar amount at which approvals are required by either the Fiscal Agent, the DOJ or both.

1. Budget Modification. A Budget Modification is a request to modify a Sub-Recipient's Allocation in the following manner: a change to budget categories; a reduction in funding (i.e., a Sub-Sub Recipient no longer is requesting reimbursement); a change in the Sub-Recipient's overall project, or a change to the level or redeployment awarded pursuant to the Grant Program. For example, a Budget Modification is required under a circumstance where a Sub-Recipient was originally awarded three positions for a program activity, but then decides to only utilize funding for two positions. A Budget Modification shall be submitted to the Fiscal Agent as follows:

a. Procedure for Budget Modification.

i. Requestor shall submit a letter to the Fiscal Agent, c/o City of Las Vegas Office of Administrative Services, including, but not limited to, the following information:

- Sub-Recipient's Data Universal Numbering System (DUNS) number and the subcontract number of the award to be modified;
- a short description of the originally awarded items including the total project cost, funding awarded by the grant, and required level of redeployment;
- a description of the proposed change to the awarded items, budget, and FTE;
- a statement explaining how the change will affect the agency's ability to achieve the required level of redeployment awarded under the grant (for changes in the award amount or project objective please include new demonstration of time savings information); and
- detailed budget sheets reflecting the new total project costs resulting from the modification request.

ii. The Fiscal Agent will review the information (and submit information to the DOJ for approval, if necessary) and notify the Requestor upon notification of the approval or denial of the request by the approving authority.

2. Non-Budget Modification. A Non-Budget Modification is a request to modify an award to a Sub-Recipient for the reimbursement of particular items previously approved by the Fiscal Agent, but does not require a change in budget categories nor a reduction in funding. For example, a Sub-Recipient is awarded funding for 10 laptop computers for a particular purpose, but because of newly advantageous pricing, the Sub-Recipient is now able to purchase 12 laptop computers for the same price. A non-budget modification shall be submitted to the Fiscal Agent as follows:

a. Procedure for Non-Budget Modification.

i. Requestor shall submit a letter to the Fiscal Agent, c/o City of Las Vegas Office of Administrative Services, including, but not limited to, the following information:

- the Sub-Recipient's DUNS number and the subcontract number of the award to be modified;
- a short description of the originally awarded items including the total project cost, funding awarded by the grant, and required level of redeployment;
- a description of the proposed change to the awarded items, budget, and FTE;

- a statement explaining how the change will affect the agency's ability to achieve the required level of redeployment awarded under the grant (for changes in the award amount or project objective please include new demonstration of time savings information); and
- detailed budget sheets reflecting the new total project costs resulting from the modification request.

ii. The Fiscal Agent will review the information (and submit information to the DOJ for approval, if necessary) and notify the Requestor upon notification of the approval or denial of the request by the approving authority.

3. Prior Approval for Budget Modification or Non-Budget Modification Required by the Fiscal Agent and DOJ Required under Certain Circumstances. Sub-Recipients shall request prior approval for a Budget Modification or Non-Budget Modification where the change to the Allocation is in excess of ten (10) percent of the total allocation.

4. Failure to Comply. Failure to obtain prior approval of a Budget or Non-Budget Modification may result in the rejection of a reimbursement request by the Fiscal Agent and/or the DOJ for non-approved modifications.

D. Expenditure of Allocation.

Sub-Recipients and their Sub-Sub Recipients must expend their Allocation on an annual fiscal year basis, unless the Sub-Recipients or their Sub-Sub Recipients specifically notifies Las Vegas in writing a minimum of 30 calendar days prior to the end of the Sub-Recipient's fiscal year that an annual allocation cannot be expended within a fiscal year. The notification must include appropriate justification for the non-expenditure of funds. If Sub-Recipients or their Sub-Sub Recipients fails to expend its annual allocation of Grant Funds without providing the aforementioned notice and justification, any unexpended monies for that fiscal year shall revert to Las Vegas's use in its sole discretion as the original eligible recipient of the Grant Funds.

E. Reimbursement of Expenditures to the Fiscal Agent and Sub-Recipients.

In order to be repaid for expenditures, the Fiscal Agent and the Sub-Recipients must file a reimbursement request pursuant to the terms of this Agreement and the Grant Program. This section will delineate the general requirements for requesting reimbursement and the procedure by which the Fiscal Agent and each Sub-Recipient shall request reimbursement by the DOJ.

1. Generally.

a. Costs recovered on a Reimbursement Basis Only. Costs incurred shall only be recovered on a Reimbursement Basis as provided by this Agreement and the Local Solicitation.

b. Reimbursement Requests for Sub-Sub Recipients to be submitted by Sponsoring Sub-Recipient. The Fiscal Agent will only accept requests for reimbursement from Sub-

Recipients. Sub-Sub Recipients are not in privity of contract with the Fiscal Agent pursuant to this Agreement, and as such, the Fiscal Agent cannot enforce the terms of this Agreement, the Local Solicitation or Federal policies or laws upon the Sub-Sub Recipients, except by separate agreement. As such, if a Sub-Recipient chooses to allocate a portion of its Allocation to a Sub-Sub Recipient, then the sponsoring Sub-Recipient is responsible for verifying and properly submitting its sponsored Sub-Sub Recipients' reimbursement requests to the Fiscal Agent for processing.

c. Reimbursement Request Must be Accompanied by Required Reporting for Acceptance by the Fiscal Agent. The Fiscal Agent shall not accept a Sub-Recipient's reimbursement request without the accompanying required reporting for the fiscal quarter for which the Sub-Recipient is requesting reimbursement.

2. Procedure for Reimbursement.

a. Technical Assistance Available from Fiscal Agent. Throughout the term of the Grant Program, the Fiscal Agent will provide telephonic technical assistance relating to the proper reimbursement of expenses. Technical Assistance will be provided by the City of Las Vegas Department of Administrative Services until twenty (20) calendar days prior to the close of any fiscal quarter.

b. Reimbursement Requests to comply with provisions of 28 CFR 66.41. Sub-Recipients shall file reimbursement requests in accordance with 28 CFR 66.41, which requires, among other things, a mandate to submit all reimbursement requests for non-construction items on Standard Form 269A. All entities requesting reimbursement shall submit such requests on Standard Form 269A. A copy of 28 CFR 66.41 is attached hereto as Exhibit 4, and Standard Form 269A is attached hereto as Exhibit 5.

c. Reimbursement Requests Must be Timely Filed and Complete for Processing.

i. Unless otherwise provided by Section II(E)(2)(e), reimbursement requests shall only be accepted by the Fiscal Agent for the fiscal quarter in which the costs were incurred;

ii. Reimbursement requests must be accompanied by all necessary reporting documents as required by the Local Solicitation, Federal Policy or law, and as delineated at Paragraph F, herein, and the reporting documents must be complete for acceptance by the Fiscal Agent; and

iii. Reimbursement Requests shall be filed with the Fiscal Agent no later than five (5) calendar days after the end of the current fiscal quarter for processing. Reimbursement requests submitted after this deadline will not be accepted for processing for that current Fiscal Quarter.

iv. Notwithstanding any default or penalty provisions herein, late or incomplete reimbursement requests shall be delayed and shall only be processed by the Fiscal Agent at the end of the next Fiscal Quarter.

Sub-recipient Due Dates:

October 5, 2009
January 5, 2010
April 5, 2010
July 5, 2010
October 5, 2010
January 5, 2011
April 5, 2011
July 5, 2011
October 5, 2011
January 5, 2012
April 5, 2012
July 5, 2012
October 5, 2012
January 5, 2013
April 5, 2013
July 5, 2013
October 5, 2013
January 5, 2014

Fiscal Agent Due Dates to the DOJ:

October 10, 2009
January 10, 2010
April 10, 2010
July 10, 2010
October 10, 2010
January 10, 2011
April 10, 2011
July 10, 2011
October 10, 2011
January 10, 2012
April 10, 2012
July 10, 2012
October 12, 2012
January 10, 2013
April 10, 2013
July 10, 2013
October 10, 2013
January 10, 2014

d. Reimbursement. The Parties acknowledge that the Fiscal Agent can only reimburse monies to the Sub-Recipients that are received from the DOJ. Reimbursement will occur no later than thirty (30) calendar days after the monies requested are received by the Fiscal Agent from the DOJ.

e. Incomplete Reimbursement Requests. The Parties acknowledge that it will be difficult to submit a complete reimbursement request for the current fiscal quarter no later than five (5) days after the close of the current fiscal quarter because delay within the Parties' accounting processes may not permit a complete reimbursement request to be filed within the five (5) day period. As such, the Fiscal Agent will accept for processing an incomplete reimbursement request, to be processed for filing with the DOJ, but only as follows:

- i. Any incomplete reimbursement request for the fiscal quarter shall include all expenditures from that fiscal quarter.
- ii. Any expenditures from that fiscal quarter posted subsequent to the end of that fiscal quarter shall be submitted at the end of the following fiscal quarter for reimbursement.

The Parties acknowledge that the ability to file incomplete reimbursement requests depends on the willingness of the Federal Government to accept incomplete reimbursement requests from the Fiscal Agent and reimburse for those costs incurred that are not filed with the Fiscal Agent within five (5) days after the close of the current fiscal quarter. As such, the Parties understand that the Fiscal Agent will submit such reimbursement requests as provided above, but cannot guarantee that the Federal Government will reimburse such costs.

In addition, the Parties acknowledge and understand that the DOJ has been notified of this issue, and it is the Parties understanding that changes to the “five day rule” will be forthcoming. Once amended filing deadlines are provided to the Fiscal Agent by the DOJ, the Fiscal Agent will notify the Sub-Recipients of the changes and such changes will supercede any provisions that conflict as provided by Section II(A)(1), herein.

F. Required Reporting.

The Grant Program requires reporting by the each of the entities receiving reimbursement from the Grant Program. This section will delineate the general requirements for reporting and the procedure for reporting each of the required performance reports, programmatic and fiscal, along with initial information received from the DOJ regarding the substance and form of these reports.

1. Generally.

a. Fiscal Agent Time Limit for Required Reporting to DOJ; Sub-Recipient Deadline for Required Reporting to Fiscal Agent. The Fiscal Agent must satisfy Section 1512(c) of the Recovery Act, which requires detailed reporting (including reporting on sub-awards), no later than ten (10) calendar days after the end of a fiscal quarter. As such, the Sub-Recipients must submit a complete report as provided herein no later than five (5) calendar days after the close of the current fiscal quarter.

b. Required Reporting by Sub-Sub Recipients to be Submitted by the Sponsoring Sub-Recipient. The Fiscal Agent will only accept required reports from Sub-Recipients. Sub-Sub Recipients are not in privity of contract with the Fiscal Agent pursuant to this Agreement, and as such, the Fiscal Agent cannot enforce the terms of this Agreement, the Local Solicitation or Federal policies or laws upon the Sub-Sub Recipients, except by separate agreement. As such, if a Sub-Recipient chooses to allocate a portion of its Allocation to a Sub-Sub Recipient, then the granting Sub-Recipient is responsible for verifying and properly submitting its Sub-Sub Recipients’ required reports to the Fiscal Agent for processing.

c. Agreement Between a Sub-Recipient and any Sponsored Sub-Sub Recipients shall be submitted to the Fiscal Agent. If a Sub-Recipient chooses to sponsor a Sub-Sub Recipient, the agreement between the Sub-Recipient and the Sub-Sub Recipient as delineated at Section II(A)(10) of this Agreement shall be submitted with the first quarterly performance report and reimbursement request by the sponsoring Sub-Recipient. If the Sub-Recipient fails to submit such agreement to the Fiscal Agent, any and all reimbursement requests on behalf of the Sub-Sub Recipient shall be rejected by the Fiscal Agent for that current Fiscal Quarter.

d. Proof of Registration Required. The Fiscal Agent and the Sub-Recipients shall submit to the Fiscal Agent written proof that it has acquired a DUNS number and is registered with the Central Contractor Registration database prior to the submission of the first quarterly performance report and reimbursement request to the Fiscal Agent. The

Fiscal Agent shall not accept any performance report or reimbursement request without the submission of this information.

e. Business Licenses Required, if necessary. If necessary, the Fiscal Agent and each of the Sub-Recipients, on behalf of itself and its sponsored Sub-Sub Recipients, shall submit to the Fiscal Agent written proof that it has acquired all necessary business licenses, or is not subject to business licensing requirements, prior to the submission of the first quarterly performance report and reimbursement request to the Fiscal Agent. The Fiscal Agent shall not accept any performance report or reimbursement request without the submission of this information.

f. Proof of Non-Profit Status with the Internal Revenue Service. If necessary, the Fiscal Agent and each of the Sub-Recipients, on behalf of itself and its sponsored Sub-Sub Recipients, shall submit to the Fiscal Agent written proof that it or its sponsored Sub-Sub Recipients has acquired proof of non-profit status with the Internal Revenue Service, prior to the submission of the first quarterly performance report and reimbursement request to the Fiscal Agent. The Fiscal Agent shall not accept any performance report or reimbursement request without the submission of this information.

g. Proof of Acceptance of Award by Entity's Governing Body. Each of the Sub-Recipients, shall submit to the Fiscal Agent written proof of their governing body's acceptance of this Agreement, prior to the submission of the first quarterly performance report and reimbursement request to the Fiscal Agent. In addition, an agreement between Sub-Recipient and any Sub-Sub Recipient(s) acknowledging acceptance of this Agreement shall also be submitted pursuant to the terms of this Section. The Fiscal Agent shall not accept any performance report or reimbursement request without the submission of this information.

h. Proof of an Excluded Parties List. The Fiscal Agent and each of the Sub-Recipients, on behalf of itself and its sponsored Sub-Sub Recipients, shall submit to the Fiscal Agent written documentation of an Excluded Parties List for any purchases of \$25,000.00 or more, prior to the submission of their reimbursement request to the Fiscal Agent. The Fiscal Agent shall not accept any performance report or reimbursement request without the submission of this information.

i. Proof of DOJ Approval of Sole Source Contracting or Explanation of a Competitive Bidding Process for Certain Purchases. The Fiscal Agent and each of the Sub-Recipients, on behalf of itself and its sponsored Sub-Sub Recipients, shall submit to the Fiscal Agent written proof of DOJ Sole Source Approval or a competitive bidding process to be utilized for any purchases or contracts for goods or services in amounts of \$100,000.00 or more, prior to the submission of their reimbursement request to the Fiscal Agent. The Fiscal Agent shall not accept any performance report or reimbursement request without the submission of this information.

j. Required Reporting Must be Accompanied by Reimbursement Request for Acceptance by the Fiscal Agent. The Fiscal Agent shall not accept a Sub-Recipient's

Required Report without the accompanying reimbursement request for the fiscal quarter that the Sub-Recipient is requesting reimbursement.

2. Required Reports.

The Parties acknowledge that the DOJ has not released final rules regarding reporting requirements for entities receiving reimbursement from DOJ under the Grant Program. However, it appears that a skeletal reporting structure has been delineated, requiring the Fiscal Agent and the Sub-Recipients to submit Programmatic Reports and Financial Status Reports. Provided herein will be what information is currently known.

a. Financial Status Reports to comply with provisions of 28 CFR 66.41. The Fiscal Agent and Sub-Recipients shall submit required financial reports in accordance with 28 CFR 66.41, which requires, among other things, a mandate to submit all Financial Status Reports for nonconstruction items on Standard Form 269A. When further direction is provided to the Fiscal Agent by the DOJ, the Fiscal Agent will notify each of the Sub-Recipients, in writing, within three (3) calendar days of which form is the correct form for proper reporting. A copy of 28 CFR 66.41 is attached hereto as Exhibit 4 and Standard Form 269A is attached hereto as Exhibit 5.

b. Programmatic Reports. The reporting form, nor all the information required for programmatic reporting, has not yet been delineated by the DOJ. The Fiscal Agent shall notify the Sub-Recipients within three (3) calendar days of notification by the DOJ of the correct form and programmatic information to be required. However, the Parties acknowledge that the following information will be required to be reported:

- i. A comparison of actual accomplishments to the objectives established for the period. Where the output of the project can be quantified, a computation of the cost per unit of output may be required if that information will be useful;
- ii. The reasons for slippage if established objectives were not met;
- iii. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs;
- iv. Copies of all invoices, purchase orders, or requisitions with the appropriate accounting codes that indicate the funds are kept in separate accounts from any other funds used by the Sub-Recipient; and
- v. Copies of the Sub-Recipient's general ledger for the reporting quarter, including all payroll funds specific to the award, and reimbursement, in part or in whole, of previously spent grant funds.

c. Reporting Schedule. Each Sub-Recipient will be required to submit both a Financial Status Report and a Programmatic Report as follows:

- i. Quarterly, no later than five (5) calendar days after the end of a fiscal quarter;
- ii. Semi-Annually, no later than five (5) calendar days after the end of the second fiscal quarter;

- iii. Annually, no later than fifteen (15) calendar days after the end of the grant year; and the
- iv. Final performance report, no later than fifteen (15) calendar days after the expiration of the grant program.

The Parties acknowledge that this reporting structure is mandated by the DOJ pursuant to the Grant Program, so if the Reporting Schedule changes, the Fiscal Agent shall notify the Sub-Recipients within three (3) calendar days of any Reporting Schedule changes.

d. All Reports to be Submitted Electronically. Any and all reports submitted to the Fiscal Agent shall be submitted electronically by e-mail pursuant to the Paperwork Reduction Act of 1980 to the following e-mail address: subgranteereports@lasvegasnevada.gov. Electronic reports may be submitted in .doc, .xls or .pdf format. No handwritten or typed reports will be accepted by the Fiscal Agent.

e. Failure to Submit Required Reports; Incomplete Reports. Required reporting must accompany reimbursement requests. Reimbursement requests without the required reporting shall not be accepted for processing for that current Fiscal Quarter. Such reimbursement requests will be delayed and shall only be processed by the Fiscal Agent at the end of the next Fiscal Quarter.

G. Default; Penalties.

1. Notice of Default for Failure to Comply with this Agreement. In the event the Fiscal Agent discovers a failure to comply by a Sub-Recipient, or a Sub-Recipient's sponsored Sub-Sub Recipient, of its obligations pursuant to this Agreement, the Local Solicitation and/or Federal policies and laws regarding federal grant assistance programs, the Fiscal Agent shall provide a written notice (a "Notice of Default") of such failure to comply to the defaulting Sub-Recipient.

2. Cure; Event of Default. Within two (2) calendar days of the receipt of the Notice of Default by the defaulting Sub-Recipient, the defaulting Sub-Recipient, or in the case of a Sub-Sub Recipient, such Sub-Sub Recipient shall cure each failure to comply as described by the Notice of Default. Any such violation that remains uncured after such 48-hour period shall be a default hereunder and the Fiscal Agent may take any action permitted under the Local Solicitation and/or the Federal policies or laws relating to grant assistance programs, including, but not limited to, suspension of a Sub-Recipient's ability to receive reimbursement or termination of a Sub-Recipient's participation in the Grant Program.

3. Penalties for Failure to Comply with the Grant Program and Local Solicitation. The Parties acknowledge and understand that the DOJ has not yet finalized potential penalties for violation of the terms and provisions of the Local Solicitation and the Grant Program. The Parties agree that the Fiscal Agent is authorized to take any action or assess any penalty authorized by the DOJ for a violation of the terms of the Grant Program, Local Solicitation or Federal policy or law, as authorized by Nevada law. When the DOJ publishes penalties for violations of the terms and provisions of the Local Solicitation and the Grant Program, this

Agreement will be amended to reflect those penalties. At that time the Parties can accept the Amendment or withdraw from the Grant Program.

4. Waiver. Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect of any default shall not operate as a waiver of any default or any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any of its rights or remedies.

H. Miscellaneous.

1. Venue. Jurisdiction for judicial review under this Agreement shall rest exclusively with the Eighth Judicial District Court, County of Clark, State of Nevada.

2. Indemnification and Attorneys' Fees. Sub-Recipient, and any Sub-Sub Recipients, will protect, defend, indemnify, and save harmless Las Vegas from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including, but not limited to, claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. Sub-Recipient, and Sub-Sub Recipients', obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all attorney's fees incurred by Las Vegas in the defense or handling of said suits, demands, judgments, liens, and claims and all attorneys' fees and investigation expenses incurred by Las Vegas in enforcing or obtaining compliance with the provisions of this Agreement.

3. Amendment of Agreement. No amendment of this Agreement is permitted without consent by the governing body of each Party. Those instances where this Agreement specifically delineates that the Fiscal Agent will provide further information to the Sub-Recipients regarding federal rules, policies and procedures to be followed is not considered an amendment of this Agreement, but a supplement to this Agreement specifically permitted by this Agreement.

4. Notices. All notices, demands and correspondence required or provided for under this Agreement not otherwise required to be submitted electronically by the terms of this Agreement shall be in writing and delivered in person or mailed by certified mail postage prepaid, return receipt requested. Notices shall be addressed as follows:

To Las Vegas:

City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: Director, Office of
Administrative Services

To Henderson

City of Henderson
P.O. Box 95050
MSC 211
Henderson, NV 89009-5050

To Mesquite	City of Mesquite 10 East Mesquite Boulevard Mesquite, NV 89027 Attention: Mesquite Police Department
To North Las Vegas	City of North Las Vegas 1301 Lake Mead Boulevard North Las Vegas, Nevada 89030 Attention: Asst. Director Police Services
To Clark County:	Clark County Community Resources Management Division PO Box 551212 500 S. Grand Central Pkwy. Las Vegas, NV 89155

Any Party may change its address by giving notice in writing to the others and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of personal delivery or the date delivery of mail is first attempted.

5. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all of any part of the subject matter hereof.

6. Headings; Exhibits; Cross References. The recitals, headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement are incorporated herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits to this Agreement, unless otherwise specified.

7. Severability of Terms. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such terms does not materially impair the Parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the Parties.

8. Repayment of Fiscal Agent by Sub-Recipients. Notwithstanding any other default or penalty provisions provided herein, if a Sub-Recipient or Sub-Sub Recipient fails to comply with the Grant Program, the Local Solicitation or Federal policies or laws such that the DOJ requests reimbursement from the Fiscal Agent for monies provided to a Sub-Recipient or Sub-Sub

Recipient, the Sub-Recipient agrees to repay (either on behalf of itself or its sponsored Sub-Sub Recipient) the Fiscal Agent the amount of money repaid to the DOJ based upon the DOJ's demand.

The Parties acknowledge and agree that if a DOJ demand for repayment from the Fiscal Agent results in repayment by the Fiscal Agent based upon the action or inaction of a Sponsored Sub-Sub Recipient, the Sponsoring Sub-Recipient shall repay the Fiscal Agent the funds that were repaid to the DOJ by the Fiscal Agent.

In any event, if the DOJ requests repayment of funds by the Fiscal Agent, the Fiscal Agent will immediately notify the Sub-Recipient or Sub-Sub Recipient of the demand from DOJ in writing, and the affected Sub-Recipient may elect to: 1) contact the DOJ and appeal the DOJ's finding or negotiate a settlement with the DOJ if possible; or 2) repay the DOJ directly. Las Vegas acknowledges that the Sub-Recipient should have a right to appeal such a demand, and agrees to postpone repayment of the DOJ, as long as the DOJ notifies Las Vegas, in writing, that it will postpone its demand for repayment based upon Sub Recipient appeal or otherwise.

9. Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, all such counterparts will constitute the same Agreement and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year last below written.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2009.

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

ATTEST:

By: _____
Beverly K. Bridges, CMC, City Clerk

APPROVED AS TO FORM:

By: John S. Ridella
Deputy City Attorney

Signature Page Continued:

PASSED, ADOPTED and APPROVED this ____ day of _____, 2009.

CITY OF HENDERSON

By: _____
Jutta G. Chambers, Chief of Police

By: _____
Andy A. Hafen, Mayor

ATTEST:

By: _____
Monica Martinez Simmons, MMC, City Clerk

APPROVED AS TO FORM:

By: _____
Elizabeth Macias Quillin, City Attorney

Signature Page Continued:

PASSED, ADOPTED and APPROVED this ____ day of _____, 2009.

CITY OF MESQUITE

By: _____
Susan Holecheck, Mayor

ATTEST:

By: _____
Sheree Goessman, CMC, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

Signature Page Continued:

PASSED, ADOPTED and APPROVED this ____ day of _____, 2009.

CITY OF NORTH LAS VEGAS

By: _____
Shari L. Buck, Mayor

ATTEST:

By: _____
Karen L. Storms, CMC, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

Signature Page Continued:

PASSED, ADOPTED and APPROVED this ____ day of _____, 2009.

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

By: _____
Rory Reid, Chair

ATTEST:

By: _____
Diana Alba, County Clerk

APPROVED AS TO FORM ONLY:

David Roger
District Attorney

By: _____
Deputy District Attorney