

**INTERLOCAL SUB-AWARD AGREEMENT BETWEEN THE CITY OF LAS VEGAS
AND THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT REGARDING
THE DISTRIBUTION OF THE AMERICAN REINVESTMENT AND RECOVERY ACT
FUNDS OBTAINED BY THE CITY OF LAS VEGAS THROUGH THE
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT**

This Interlocal Sub-Award Agreement ("Agreement") is hereby made and entered into on this _____ day of _____, 2009 by and between the City of Las Vegas ("City" or "Fiscal Agent") and the Las Vegas Metropolitan Police Department ("LVMPD"). The City and LVMPD may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, on June 9, 2009, the City applied for grant funds on behalf of itself, the County of Clark, the cities of Henderson, North Las Vegas, and Mesquite (the "Program Recipients") as a "Disparate Jurisdiction" 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 their efforts to prevent and reduce crime and violence as required by the terms of the Grant Program.

WHEREAS, on May 5, 2009, the Program Recipients executed a memorandum of understanding identifying the City of Las Vegas as the Fiscal Agent for any and all Grant Funds allocated to the Program Recipients by United States Department of Justice.

WHEREAS, the Program Recipients will execute an interlocal agreement to determine how the Grant Funds will be administered by the City of Las Vegas ("Grant Program Interlocal"), to the other Program Recipients (also defined as Sub-Recipients herein and in the Grant Program Interlocal) and other approved recipients of Grant Funds, such as LVMPD, the Clark County District Attorney's Office, Clark County Parks and Recreation Department--Southern Nevada Gang Task Force; Clark County School District--Summer School Diversion Program; and Nevada Child Seekers (also defined as Sub-Sub Recipients herein and in the Grant Program Interlocal).

WHEREAS, the Grant Program Interlocal will defines means by which the Grant Funds shall be divided and administered by the City, and specifically, how subsequent decisions regarding the payment of Grant Funds to each of the Program Recipients by the City are to be determined, the structure for reporting, the rules and responsibilities of each Sub-Recipient and Sub-Sub Recipient and the consequences for a failure to adequately report to the City or a failure to follow the Program, its rules, regulations and guidelines. A copy of the Grant Program Interlocal to be executed by the Program Recipients is attached hereto as Exhibit 6. The City shall deliver to LVMPD a copy of the Grant Program Interlocal when executed by the Program Recipients.

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 LVMPD 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 the City. When this term is used in the context of the approval or denial of a request, the Fiscal Agent refers to the City of Las Vegas 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 American Recovery and Reinvestment Act Department of Justice: Edward Byrne Memorial Justice Assistance Grant Formula Program.

F. “Sub-Recipient” means one of the following entities awarded an allocation of Grant Funds: Clark County (the “County”), the cities of Henderson (“Henderson”), the North Las Vegas (“NLV”), and Mesquite (“Mesquite”).

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 allocation. Four Sub-Sub Recipients approved by the Fiscal Agent and allocated a portion of Clark 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 other Sub-Sub Recipient approved by the Fiscal Agent and allocated a portion of the City’s allocation is LVMPD. Monies for reimbursement to Sub-Sub Recipients shall be allocated from the requesting Sub-Recipient’s allocation.

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II. Administration of Grant Funds.

A. Generally.

1. Parties to Comply with the terms of the Grant Program Interlocal. LVMPD acknowledges its status as a Sub-Sub Recipient pursuant to the Grant Program guidelines, the Grant Program Interlocal and the Local Solicitation.

As LVMPD's sponsor, the City hereby acknowledges and agrees that it is responsible for LVMPD, and the City shall be charged with requesting reimbursement from the DOJ and reporting all necessary information on behalf of LVMPD. The City acknowledges that any violations of this Agreement, the Local Solicitation and Federal policies and laws, by LVMPD shall be deemed the actions of the City for purposes of the Grant Program.

LVMPD acknowledges that it is a Sub-Sub Recipient pursuant to the terms of the Grant Program Interlocal, and understands and agrees that it will comply with all terms and conditions of the Grant Program Interlocal.

2. 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 there is a conflict between the terms of the Grant Program Interlocal and this Agreement as it relates to the obligations of a Sub-Sub Recipient, the terms of the Grant Program Interlocal shall prevail. If the Grant Program Interlocal is silent on a particular issue, or there is a conflict between the terms of the Grant Program Interlocal and the Local Solicitation, the terms of the Local Solicitation shall prevail. If there is a conflict between the Grant Program Interlocal 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 term of the Grant Program Interlocal, the Grant Program Interlocal shall prevail. A violation of the terms of this Agreement, the terms of the Grant Program Interlocal, 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. LVMPD 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.

3. Grant Funds not to be Commingled. Any Grant Funds received by the 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, LVMPD hereby acknowledges and agrees to abide by the following:

- a. LVMPD agrees 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. LVMPD 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 and/or any information that the Fiscal Agent desires concerning LVMPD's operation hereunder. LVMPD further understands and agrees that said inspection and audit will be exercised upon written notice to LVMPD.

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 LVMPD, LVMPD agrees that the difference shall be repaid immediately by LVMPD to the Fiscal Agent for disposition of the funds as directed by the DOJ.

B. Grant Fund Allocation

1. Allocation. The Parties hereby agree that the document attached hereto at Exhibit 3 defines the Allocation from the Fiscal Agent to LVMPD.

2. Amendment of Allocation. Except as otherwise provided for the City herein, LVMPD acknowledges 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 the City 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 City to modify the Allocation upon request 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 City, the DOJ or both.

1. Budget Modification. A Budget Modification is a request to modify the Allocation in the following manner: a change to budget categories; a reduction in funding; a change in an 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 LVMPD 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 City as follows:

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a. Procedure for Budget Modification.

i. LVMPD shall submit a letter to the City of Las Vegas Office of Administrative Services, including, but not limited to, the following information:

- LVMPD 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 City will review the information (and submit information to the DOJ for approval, if necessary) and notify LVMPD upon notification of the approval or denial of the request.

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

a. Procedure for Non-Budget Modification.

i. LVMPD shall submit a letter to the City Office of Administrative Services, including, but not limited to, the following information:

- the LVMPD 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 City will review the information (and submit information to the DOJ for approval, if necessary) and notify LVMPD upon notification of the approval or denial of the request.

3. Prior Approval for Budget Modification or Non-Budget Modification Required by the Fiscal Agent and DOJ Required under Certain Circumstances. LVMPD must request prior approval from the Fiscal Agent (and DOJ, if required) for Budget Modifications and Non-Budget Modifications 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 City and/or the DOJ for non-approved modifications.

D. Expenditure of Allocation.

LVMPD must expend its Allocation on an annual fiscal year basis, unless LVMPD specifically notifies the City in writing a minimum of 30 calendar days prior to the end of a 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 LVMPD 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 the City's use in its sole discretion as the original eligible recipient of the Grant Funds.

E. Reimbursement of Expenditures.

In order to be repaid for expenditures, LVMPD must file a reimbursement request pursuant to the terms of this Agreement, the Grant Program Interlocal and the Grant Program. This section will delineate the general requirements for requesting reimbursement and the procedure by which the City 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, the Grant Program Interlocal and the Local Solicitation.

b. Reimbursement Requests by LVMPD to be submitted by City to DOJ. The Grant Program requires the Fiscal Agent, in this case, the City to submit all requests for reimbursement. As LVMPD is an approved Sub-Sub Recipient of the City, the City shall

be 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 City shall not accept LVMPD's reimbursement request without the accompanying required reporting for the fiscal quarter for which LVMPD is requesting reimbursement.

2. Procedure for Reimbursement.

a. Technical Assistance Available from City. Throughout the term of the Grant Program, the City 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. LVMPD shall file reimbursement requests in accordance with 28 CFR 66.41, which requires, among other things, a mandate to submit all reimbursement requests for nonconstruction 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 5, 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(C)(3)(e), below, Reimbursement requests shall only be accepted by the City 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 City;

iii. Reimbursement Requests shall be filed with the City no later than five (5) calendar days after the end of the current fiscal quarter for processing; and

iv. Notwithstanding any default or penalty provisions herein, late or incomplete reimbursement requests shall be delayed and shall only be processed by the City at the end of the next Fiscal Quarter, unless otherwise provided by Section II(C)(3)(e), below.

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LVMPD 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 (City) 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 City 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 City 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 City 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 that 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 City and reimburse for those costs incurred that are not filed with the City within five (5) days after the close of the current fiscal quarter. As such, the Parties understand that the City 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 City by the DOJ, the City will notify LVMPD 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. Time Limit for Required Reporting to DOJ; LVMPD Deadline for Required Reporting to the City. The City 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, LVMPD must submit a complete report as provided herein no later than five (5) calendar days after the close of the current fiscal quarter.

b. Proof of Registration Required. LVMPD shall submit to the City 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 City. The City shall not accept any performance report or reimbursement request without the submission of this information.

c. Proof of Acceptance of Award by LVMPD. LVMPD shall submit to the City written proof of its governing body’s acceptance of the funds from the Grant Program, prior to the submission of the first quarterly performance report and reimbursement request to the City. The City shall not accept any performance report or reimbursement request without the submission of this information.

d. Proof of an Excluded Parties List. LVMPD shall submit to the City written documentation of an Excluded Parties List for any purchases of \$25,000.00 or more, prior to the submission of a reimbursement request to the City. The City shall not accept any performance report or reimbursement request without the submission of this information.

e. Proof of DOJ Approval of Sole Source Contracting or Explanation of a Competitive Bidding Process for Certain Purchases. LVMPD shall submit to the City 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 a reimbursement request to the City. The City shall not accept any performance report or reimbursement request without the submission of this information.

f. Required Reporting Must be Accompanied by Reimbursement Request for Acceptance by the City. The City shall not accept LVMPD's Required Report without the accompanying reimbursement request for the fiscal quarter that the LVMPD 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 any recipients of Grant Funds 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. LVMPD 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 City by the DOJ, the City will notify LVMPD, 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 City 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 LVMPD; and
- v. Copies of LVMPD'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. LVMPD 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 City Agent shall notify LVMPD 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 City 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 City discovers a failure to comply by LVMPD, of its obligations pursuant to this Agreement, the Grant Program Interlocal, the Local Solicitation and/or Federal policies and laws regarding federal grant assistance programs, the City provide a written notice (a "Notice of Default") of such failure to comply to LVMPD.

2. Cure; Event of Default. Within two (2) calendar days of the receipt of the Notice of Default by LVMPD, LVMPD 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 City 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 LVMPD's ability to receive reimbursement or termination of LVMPD'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. 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 LVMPD 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 the City 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 the City in the defense or handling of said suits, demands, judgments, liens, and claims and all attorneys' fees and investigation expenses incurred by the City 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 City: City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: Director, Office of
Administrative Services

To LVMPD: Las Vegas Metropolitan Police Dept.
Lori Leyba, Grant Analyst
3141 E. Sunrise Avenue
Las Vegas, NV 89101

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 City by LVMPD. Notwithstanding any other default or penalty provisions provided herein, if LVMPD 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 LVMPD, LVMPD agrees to repay the Fiscal Agent the amount of money repaid to the DOJ based upon the DOJ's demand.

In any event, if the DOJ requests repayment of funds by the Fiscal Agent, the Fiscal Agent will immediately notify the LVMPD 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. The City 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 the City, 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
"CITY"

By: _____
Oscar B. Goodman, Mayor

ATTEST:

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

APPROVED AS TO FORM:

By: John S. Rivilla
Deputy City Attorney

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Signature page continued:

**Las Vegas Metropolitan
Police Department
“LVMPD”**

ATTEST:

By: _____
Annamarie Robinson,
LVMPD Fiscal Affairs Committee Clerk

By: _____
Douglas C. Gillespie, Sheriff
Las Vegas Metropolitan Police Department

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Mary-Anne Miller, Deputy District Attorney

Date: _____