

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

WHEREAS, Clark County, Nevada (the "County"), has entered into a grant agreement with State of Nevada, State Emergency Response Commission for participation in the FY 2010 SERC/HMEP Grant – Planning and Training 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 attend the International Hazards Material Conference, Tanker Car Specialist Class, Silver State Safety& HazMat Conference and the Hot Zone Conference and

WHEREAS, the County has agreed to provide FY10 SERC/Hazardous Material Emergency Preparedness (HMEP) Grant Planning and Training funds (the "Funds") to the Subrecipient, such funding to be administered by Clark County Office of Emergency Management & Homeland Security (OEMHS), a division of the Administrative Services Department of Clark County (County and Subrecipient referenced collectively as "the parties"), for its SERC/HMEP Grant – Planning and Training as defined in Exhibit "A", "Expenditures Eligible for Reimbursement"; and

WHEREAS, the Subrecipient intends to use the funds attend the International Hazards Material Conference, Tanker Car Specialist Class, Silver State Safety& HazMat Conference and the Hot Zone Conference; 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 that any of the public agencies entering into the contract is authorized to perform by law.

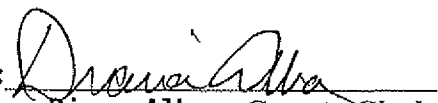
NOW, THEREFORE, in accordance with NRS 277.180 and related regulations, the parties hereto agree as follows:

1. OEMHS shall provide a maximum of SEVENTEEN THOUSAND THREE HUNDRED AND SIXTY ONE DOLLARS (\$17,361.00) from fiscal year 2010 funds for the SERC/HMEP Grant – Planning and Training.
2. Subrecipient agrees to use the funds to attend conferences as set forth in Exhibit "A".
3. Subrecipient will provide OEMHS with documentation supporting any and all requests for payment of expenses against the funds encumbered, and will provide any additional documentation requested by OEMHS 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. See Exhibit "B" for State and Federal Assurances required under this Contract.

5. It is specifically understood and agreed by Subrecipient that OEMHS 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, 2010 an extension after the June 30, 2010 deadline must be requested in writing, to the Manager of OEMHS.
 - b. May be terminated 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 subrecipient's most recent single audit report (OMB Circular A-133) or a letter stating that subrecipient expended less than \$300,000 of Federal funds during the reporting period must be submitted to Clark County. Letters should be addressed to: Diana Blake, Grant Program Administrator, and Clark County Office of Emergency Management & Homeland Security.

ENTERED INTO this 15th day of December, 2009.

ATTEST:

By: 
Diana Alba, County Clerk

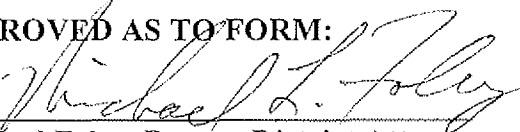
Date: 12/15/09

CLARK COUNTY

By: 
Rory Reid, Chair
Board of County Commissioners

Date: 12/15/09

APPROVED AS TO FORM:

By: 
Michael Foley, Deputy District Attorney

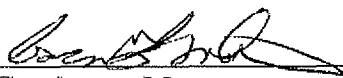
Date: 10/29/09

ATTEST:

By: 
City Clerk

Date: 11/18/09

CITY OF LAS VEGAS

By: 
Oscar Goodman, Mayor
City of Las Vegas

Date: 11/18/09

APPROVED AS TO FORM:

By:  For
Bradford Jerbic, City Attorney

Date: 11/4/09

Exhibit "A"

**EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
THE CITY OF LAS VEGAS
FY10 SERC/HMEP GRANT PLANNING AND TRAINING**

City of Las Vegas:

CLV	International Hazards Material Conf.	\$5,190.00
CLV	Tanker Car Specialist Class	\$8,648.00
CLV	Silver State Safety & HazMat Conf.	\$1,942.00
CLV	Hot Zone Conference	\$1,581.00
CLV TOTAL		\$17,361.00

(Continued)

Exhibit "A"

CITY OF LAS VEGAS – FY 10 SERC/HMEP GRANT PLANNING AND TRAINING

1. Clark County will provide **SEVENTEEN THOUSAND THREE HUNDRED AND SIXTY ONE DOLLARS (\$17,361.00)** in fiscal year 2010 FY10, SERC/HMEP Grant Planning and Training funds (the "funds"), to the City of Las Vegas to attend the International Hazards Material Conference, Tanker Car Specialist Class, Silver State Safety& HazMat Conference and the Hot Zone Conference.
2. Sub recipient will provide notice to Clark County Office of Emergency Management and Homeland Security of any program changes for which fiscal year 2010 SERC/HMEP Grant Planning and Training funds are allocated under the provisions of this interlocal agreement.

EXHIBIT "B"

LOCAL, STATE and FEDERAL ASSURANCES

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

Upon acceptance of funding from the Clark County OEMHS the lead governmental unit hereby agrees to the following financial and project activity assurances governing the transfer of funds.

1. A quarterly Financial Report shall be submitted to Clark County Emergency Management & Homeland Security (OEMHS) no later than 15 days following the close of the quarter. Unless approved by Clark County OEMHS, late reports could delay reimbursement.
2. The final Financial Report must be submitted to Clark County OEMHS no later than 30 days following the end of the grant period. Unless approved by Clark County OEMHS, late reports could result in non-payment of final claim.
3. The Clark County OEMHS retains the right to terminate this contract for cause at any time before completion of the program when it has determined that the subgrantee has failed to comply with the conditions of this agreement.
4. Financial management must comply with the requirements of OMB Circulars A-102 or A-110, whichever is applicable to your organization.
5. All grant expenditures are to be reasonable and allowable in accordance with OMB Circular A-21, A-87 or A-122, whichever is applicable to your organization, and which are incorporated into this agreement by reference.
6. All grant expenditures are to be made in accordance with the interlocal contract. Modifications must be requested and approved in advance by submitting a Project Change Request form to Clark County OEMHS.
7. Grant revenue and expenditure records must be maintained and made available to the Clark County OEMHS for audit.
8. Subgrantees shall comply with the audit requirements of the Single Audit Act Amendment of 1986 and OMB Circular A-133, which is incorporated into this agreement by reference, to include the required submission of the most recent annual independent audit, as prescribed in sections 310 and 315 and section 320, paragraph f.
9. Subgrantees 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.
10. Required documentation for the performance of internal audits must be provided to the Clark County OEMHS within 30 days of request. Grant closeout is contingent upon OEMHS audit and resolution of any discrepancies.
11. The subgrantee agency is required to submit quarterly financial and project activity reports to Clark County OEMHS. Due dates for those reports are as follows:

January 15	-	(for reporting period October 1 to December 31)
April 15	-	(for reporting period January 1 to March 30)
July 15	-	(for reporting period April 1 to June 30)

October 15 - (for reporting period July 1 to September 30)

The reports should be completed in accordance with the following format and standards:

12. **Project Activity Report** – A narrative status report describing program accomplishments with respect to meeting stated objectives and completing the projects approved in the allocation of funding. The subgrantee activities should be reported for the quarter and for the cumulative period from the grant award date. Report can be done in a memo format.
13. **Quarterly Financial Reports** – Complete and submit a Quarterly Financial Report form for all expenditures funded by the grant. Include copies of invoices.
14. **Project Change Request** – Grant expenditures are authorized only for purchases and activities approved by the Homeland Security Commission under the grant application process. Any change in the project, needs to be submitted to Clark County OEMHS for submission to Homeland Security Grant Commission for approval.
15. **Equipment Inventory Form** – A completed Equipment Inventory Form is required with the final grant report.
17. Funds granted are to be expended for the purpose set forth in the grant award and in accordance with all applicable laws, regulations, policies, and procedures of the State of Nevada and the applicable federal granting agency.
18. No expenditures will be eligible for compensation if occurring after the term of the interlocal contract.
19. Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the subgrantee in the performance of its obligations under this grant shall be the exclusive property of the State of Nevada and all such material shall be returned to the state upon completion or termination of this grant.
20. If this grant funds any form of written or visual material that identifies employees of DEM or Clark County Emergency Management & Homeland Security (OEMHS), prior approval must be obtained from the DEM and Clark County OEMHS before publishing or finalization.
21. The applicant assures the fiscal accountability of the funds received from the LEPC will be managed and accounted for by the jurisdiction chief comptroller and internal control and authority to ensure compliance with County OEMHS documentation, record keeping, accounting, and reporting guidelines will reside with that individual.
22. The subgrantee shall neither assign, transfer nor delegate any rights, obligations or duties under this interlocal contract without prior approval of the Clark County OEMHS.
23. To the extent permitted by law the subgrantee will indemnify, save and hold the state, county, and its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this agreement by subgrantee or its agents or employees.
24. The applicant and its contractors will comply with the nondiscrimination requirements of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the American Disabilities Act of 1992.
25. The applicant will abide by audit requirements as specified in OMB Circular A-133, Audits of State and Local Governments as revised August 29, 1997.

26. The applicant fully understands Clark County OEMHS has the right to suspend or terminate grant funds to any sub-grantee that fails to conform to the requirements or the terms and conditions of its interlocal contract.

Signature below indicates knowledge of and willingness to comply with interlocal contract requirements.

GOVERNMENTAL UNIT (I.E., CITY MANAGER, MAYOR)

NAME: OSCAR B. GOODMAN TITLE: MAYOR

SIGNATURE:  DATE: 11-18-2009
City Official

EMERGENCY MANAGEMENT COORDINATOR:

NAME:  TITLE: Emergency Management Officer

SIGNATURE: CAROLYN LEVERING DATE: 11/5/09

Please return a copy of the signed assurances along with the Interlocal Contracts to:

Clark County Emergency Management & Homeland Security
Attn: Diana Blake
500 S. Grand Central Parkway, 6th Floor
Las Vegas, NV 89106

Attest: 
BEVERLY K. BRIDGES, MMC, City Clerk

APPROVED AS TO FORM
 11/4/09
James B. Lewis Date
Deputy City Attorney