

**MEMORANDUM OF UNDERSTANDING AND INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND CLARK COUNTY REGARDING
THE ALLOCATION OF FUNDS AND THE DESIGNATION OF CLARK
COUNTY AS THE APPLICANT/FISCAL AGENT PURSUANT TO THE UNITED
STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE
BYRNE JUSTICE ASSISTANCE GRANT (JAG)
PROGRAM AWARD FY 2010-2013**

RECITALS

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 any one of the Parties is authorized to perform; and

WHEREAS, the Parties are each authorized by law to provide for justice related activities as provided for in this Memorandum of Understanding and Interlocal Agreement (hereafter "Agreement"); and

WHEREAS, since 1996, with the exception of FY 2009 where the City of Las Vegas was the recipient and fiscal agent of the JAG Local and American Recovery and Reinvestment Act (ARRA) grants, Clark County has been the recipient and fiscal agent of funding received from the Bureau of Justice (BJA) for the Local Law Enforcement Block Grant (LLEBG) and its successor, the JAG, supporting various local government agencies and non-profit organizations in their efforts to undertake criminal prosecution of violent offenders, conduct peer mediation/conflict resolution in the public school system, reduce gang violence, and implement other programs aimed at reducing crime and promoting public safety; and

WHEREAS, JAG regulations require that Clark County and the City of Las Vegas, collectively as a disparate jurisdiction, jointly apply for JAG funds and enter into a Memorandum of Understanding to designate the Party to serve as applicant and fiscal agent, while further authorizing that the Memorandum of Understanding may be entered after application, but before disbursement of funds which must be allocated by written agreement; and

WHEREAS, on April 27, 2010, following application, Clark County received notification from the U.S. Department of Justice, Office of Justice Programs, BJA, that, in cooperation with the City of Las Vegas, they were eligible to receive an estimated \$1,552,085 in Edward Byrne Memorial JAG funds for Fiscal Year 2010-2011 (hereafter "Grant Funds"); and

WHEREAS, to ensure a fair and equitable distribution of the Grant Funds and to meet the federal citizen participation requirements for the JAG Program, Clark County established the Local Law Enforcement Advisory Committee (LLEAC) to make recommendations for the spending plan for the Grant Funds; and

WHEREAS, on June 16, 2010, the Clark County Board of Commissioners approved the LLEAC recommendations; and

WHEREAS, this Agreement designates Clark County as applicant and Fiscal Agent for Clark County and the City of Las Vegas as a disparate jurisdiction; defines the means by which the Grant Funds shall be divided and administered by the County (Exhibit 1), and specifically, how subsequent decisions regarding the payment of Grant Funds to each of the Subrecipients by the County 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 Subrecipient that has already been approved by in the Agreement and the consequences for a failure to adequately report to the County or a failure to follow the Program, its rules; regulations and guidelines.

NOW, THEREFORE, in accordance with JAG's related regulations and in consideration herein, the Parties hereby agree as follows:

I. Definitions.

A. "Allocation" means the specific amount of dollars allocated to the Fiscal Agent or a particular Subrecipient over the four year term of the Grant Program (Exhibit 1).

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 Clark County. When this term is used in the context of approval or denial of request, the Fiscal Agent refers to Clark County's Community Resources Management Division (hereafter "CRM").

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

E. "Grant Program" is the Edward Byrne Memorial JAG Formula Program: Local Solicitation.

F. "Local Solicitation" is the OMB No.1121-0329, Release Date, April 26, 2010.

G. "Subrecipient" means one of the entities awarded an allocation of Grant Funds as provided for in Exhibit 1. For Subrecipients other than the Parties, Fiscal Agent shall enter into agreements incorporating the required terms of this Agreement.

H. "Grant Year" is the federal fiscal year from October 1 to September 30.

J. "Fiscal Quarter" is the federal fiscal quarter for which the reporting is due, namely October 1 — December 31, January 1 — March 31, April 1 — June 30, and July, 1 — September 30 of any calendar year under which this grant provides funding.

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 Edward Byrne Memorial JAG Formula Program: Local Solicitation, hereinafter referred to as 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.

2. Grant Funds shall be Non-Supplanting. The Fiscal Agent and Subrecipients 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 or any Subrecipient.

3. Grant Funds not to be Commingled. Any Grant Funds received by the Fiscal Agent or Subrecipients 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, and criminal justice information systems for criminal justice, and will improve or enhance such areas as:

- 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.

7. Generally Accepted Accounting Principles (GAAP) Required. Any entity receiving reimbursement from the Grant Program must use GAAP 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. Subrecipients shall 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. Subrecipients shall 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 Subrecipient's operation hereunder. Said inspection and audit will be exercised upon written notice to the Subrecipient.

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 Subrecipient, the Subrecipient agrees that the difference shall be repaid immediately by the Subrecipient 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 as Exhibit 1 defines the Allocation to the Fiscal Agent and each of the Subrecipients.

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 the County and all Subrecipients and amendment of this Agreement. Expenditure of amended allocations shall not occur until such time as the Department of Justice approves the budget amendment(s) of the original allocation(s).

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 Subrecipient 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 Subrecipient's Allocation in the following manner: a change to budget categories; a reduction in funding (i.e., Subrecipient no longer is requesting reimbursement); a change in the Subrecipient'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 Subrecipient 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. Requestor shall submit a letter to the Fiscal Agent, the County's CRM Division, including, but not limited to, the following information:
 - i. Subrecipient's Data Universal Numbering System (DUNS) number and the subcontract number of the award to be modified;
 - ii. A short description of the originally awarded items including the total project cost, funding awarded by the grant, and required level of redeployment;
 - iii. A description of the proposed change to the awarded items, budget, and FTE;
 - iv. 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
 - v. Detailed budget sheets reflecting the new total project costs resulting from the modification request.
- b. 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 Subrecipient 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 Subrecipient is awarded funding for 10 laptop computers for a particular purpose, but because of newly advantageous pricing, the Subrecipient 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. Requestor shall submit a letter to the Fiscal Agent, the County's CRM Division including, but not limited to, the following information:
 - i. The Subrecipient's DUNS number and the subcontract number of the award to be modified;
 - ii. A short description of the originally awarded items including the total project cost, funding awarded by the grant, and required level of redeployment;
 - iii. A description of the proposed change to the awarded items, budget, and FTE;
 - iv. 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

v. A detailed budget sheets reflecting the new total project costs resulting from the modification request.

b. 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. Subrecipients 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.

Each Subrecipient must expend its Allocation on an annual fiscal year basis, unless the Subrecipient specifically notifies the County in writing a minimum of 30 calendar days prior to the end of the Subrecipient'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 a Subrecipient 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 Fiscal Agent's use in its sole discretion as the original eligible recipient of the Grant Funds. If the Subrecipient is unable to provide to the County, for reasons beyond the control of the Subrecipient, the minimum 30 calendar days written notice prior to the end of the Subrecipient's fiscal year that an annual allocation cannot be expended within a fiscal year, the Subrecipient shall notify the County as soon as practicable. The County shall consider the Subrecipient's request for funding future fiscal year(s) expenditures with the unexpended funds. Approval of the reallocation of Subrecipient's non-expended funds to future fiscal years shall not be unreasonably withheld by the County, subject to DOJ requirements, if any.

E. Reimbursement of Expenditures to the Fiscal Agent and Subrecipients.

In order to be repaid for expenditures, the Fiscal Agent and the Subrecipients 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 Subrecipient 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 Request Must be Accompanied by Required Reporting for Acceptance by the Fiscal Agent. The Fiscal Agent shall not accept a Subrecipient's reimbursement request without the accompanying required reporting for the fiscal quarter for which the Subrecipient 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 County's CRM Division twenty (20) calendar days prior to the close of any fiscal quarter.
- b. Reimbursement Requests to comply with provisions of 28 CFR 66.41. Subrecipients shall file reimbursement requests in accordance with 28 CFR 66.41, which requires back-up documentation of all items requested for reimbursement.
- 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.
 - 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.

Reporting Period:

Due not later than:

First Quarter - January 1 thru March 31

May 15

Second Quarter - April 1 thru June 30

August 14

Third Quarter - July 1 thru September 30

November 14

Fourth Quarter - October 1 thru December 31

February 14

d. Reimbursement. The Parties acknowledge that the Fiscal Agent can only reimburse monies to the Subrecipients 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 Subrecipients of the changes and such changes will supersede any provisions that conflict as provided by Section II(A)(1), herein.

F. Required Reporting.

The Grant Program requires reporting by 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; Subrecipient Deadline for Required Reporting to Fiscal Agent. The Fiscal Agent must satisfy the Department of Justice, 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 Subrecipients 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. The Fiscal Agent and the Subrecipients 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.

c. Business Licenses Required, if necessary. If necessary, the Fiscal Agent and each of the Subrecipients 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.

d. Proof of Non-Profit Status with the Internal Revenue Service. If necessary, the Fiscal Agent and each of the Subrecipients shall submit to the Fiscal Agent written proof that it 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.

e. Proof of Acceptance of Award by Entity's Governing Body. Each of the Subrecipients 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. The Fiscal Agent shall not accept any performance report or reimbursement request without the submission of this information.

f. Proof of an Excluded Parties List. The Fiscal Agent and each of the Subrecipients 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.

g. 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 Subrecipients 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.

h. Required Reporting Must be Accompanied by Reimbursement Request for Acceptance by the Fiscal Agent. The Fiscal Agent shall not accept a Subrecipient's Required Report without the accompanying reimbursement request for the fiscal quarter that the Subrecipient 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 Subrecipients 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 Subrecipients 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 425. When further direction is provided to the Fiscal Agent by the DOJ, the Fiscal Agent will notify each of the Subrecipients, in writing, within three (3) calendar days of which form is the correct form for proper reporting.

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 Subrecipients 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 Subrecipient; and
- v. Copies of the Subrecipient'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 Subrecipient 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
- 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 Subrecipients 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: KarenT@co.clark.nv.us and or EPG@co.clark.nv.us 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 Subrecipient 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 Subrecipient.

2. Cure; Event of Default. Within two (2) calendar days of the receipt of the Notice of Default by the defaulting Subrecipient, the defaulting Subrecipient 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 Subrecipient's ability to receive reimbursement or termination of a Subrecipient'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. Subject to the limits of NRS Chapter 41, all Subrecipients will protect, defend, indemnify, and save harmless the County 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. Subrecipients' 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 County in the defense or handling of said suits, demands, judgments, liens, and claims and all attorneys' fees and investigation expenses incurred by the County 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 Subrecipients 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 Clark County: Clark County
 Community Resources Management Division
 PO Box 551212
 500 S. Grand Central Pkwy.
 Las Vegas, NV 89155-1212
 Attention: Emma Garcia, Grants Coordinator

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

Either Party may change its address by giving notice in writing to the other 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 Subrecipients. Notwithstanding any other default or penalty provisions provided herein, if a Subrecipient 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 Subrecipient, the Subrecipient shall 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 Subrecipient of the demand from DOJ in writing, and the affected Subrecipient 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 County acknowledges that the Subrecipient should have a right to appeal such a demand, and agrees to postpone repayment of the DOJ, as long as the DOJ notifies the County, in writing, that it will postpone its demand for repayment based upon Subrecipient 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 here of 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.

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

ENTERED INTO this _____ day of _____, 2010.

CLARK COUNTY

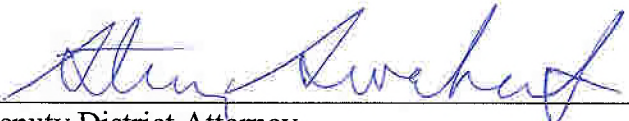
RORY REID,
Chairman, Clark County Board of Commissioners

ATTEST:

DIANA ALBA, County Clerk

APPROVED AS TO FORM:

DAVID ROGER,
DISTRICT ATTORNEY



Deputy District Attorney

ENTERED INTO this _____ day of _____, 2010.

CITY OF LAS VEGAS

OSCAR B. GOODMAN, Mayor

ATTEST:

BEVERLY K. BRIDGES, MMC, City Clerk

APPROVED AS TO FORM:

BRADFORD R. JERBIC,
CITY ATTORNEY

Deputy City Attorney

EXHIBIT 1

APPLICANT	EDWARD BYRNE MEMORIAL JAG 2010 PROJECT PROPOSALS	APPROVED ALLOCATIONS
CC District Attorney	Gang Unit Program	\$ 230,000
Project REAL	Project REAL	\$ 90,956
City of Las Vegas	Justice Related Projects	
Clark County School District	Summer School Diversion Program	\$ 20,000
So. NV Gang Task Force	Gang Intervention Team Back on Track/Late Nite	\$ 190,000
CC IT Department	Scope II	\$ 468,678
8th Judicial District Court	Drug/DUI Court Enhancements	\$ 300,000
Academics & Athletics Connection	Academics First	\$ 36,000
Clark County	Administration	\$ 30,000
Total		\$1,552,085