

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

RECEIVED
JAN 31 2011
Clark County Emergency Management

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 2011 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 and

WHEREAS, the County has agreed to provide FY11 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; 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 FIVE THOUSAND FOUR HUNDRED FOURTY SIX DOLLARS (\$5,446.00) from fiscal year 2011 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, 2011 an extension after the June 30, 2011 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 19TH day of January, ~~2010~~²⁰¹¹.

ATTEST:

By: Diana Alba
Diana Alba, County Clerk

Date: 2/15/11

CLARK COUNTY

By: Susan Brager
SUSAN BRAGER, Chair
Board of County Commissioners

Date: 2/15/11

APPROVED AS TO FORM:

By: Michael Foley
Michael Foley, Deputy District Attorney

Date: NOV. 18, 2010

ATTEST:

By: Paula K. Bridges
City Clerk

Date: January 19, 2011

CITY OF LAS VEGAS

By: Oscar Goodman
Oscar Goodman, Mayor
City of Las Vegas

Date: January 19, 2011

APPROVED AS TO FORM:

By: Bradford Jerbic FOR
Bradford Jerbic, City Attorney

Date: 12/1/10