

**INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY AND
THE
CITY OF MESQUITE**

WHEREAS, Clark County, Nevada (the "County"), has entered into a grant agreement with State of Nevada, Department of Public Safety for participation in the FY 2021 SERC Hazardous Material Emergency Preparedness(HMEP) Mid-Cycle Grand Funds; and

WHEREAS, the City of Mesquite (the "Subrecipient"), is the grant recipient of the grant funds and wishes to purchase atmospheric monitors and training.

WHEREAS, the 2021 HMEP Mid-Cycle grant funds will reimburse the Subrecipient for Equipment and training as listed in the Exhibit "A", "Expenditures Eligible for Reimbursement": 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. The City of Mesquite shall purchase the atmosphere monitors and complete training listed in Exhibit "A." The County, through its Office of Emergency Management and Homeland Security. ("OEMHS") shall provide a maximum of NINETEEN THOUSAND THREE HUNDRED AND EIGHTY-ONE DOLLARS (\$19,381.00) from fiscal year 2021 funds from the SERC Hazardous Materials Emergency Preparedness (HMEP) Mid-Cycle Grant Funds in accordance with subsection 2.
2. 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.
3. 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.
4. It is specifically understood and agreed by Subrecipient that the County 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.

5. This Contract is effective as of the last date any authorized signatory affixes his/her signature below ("Effective Date" until September 30, 2021, unless terminated earlier by the Subrecipient or County. Either party may terminate this Agreement for any reason by giving sixty (60) days written notice
6. 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 agreement signed by both parties.
7. Subrecipient shall agree to provide evidence of financial accountability. A copy of subrecipient's most recent single audit report (OMB 2 C.F.R 200.500) or a letter stating that subrecipient expended less than \$750,000 of Federal funds during the reporting period must be submitted to Clark County. Letters should be addressed to: Karen Taylor, Administrative Specialist, and Clark County Office of Emergency Management & Homeland Security. The Subrecipient shall allow Clark County Office of Emergency Management and Homeland Security to monitor annually all activities relating to this funding to maintain compliance to all federal OMB requirements and state grant guidance.
8. Subrecipient shall be responsible for the negligent acts of its employees, officers and agents/vendors in the administration of this agreement.
9. Nothing herein shall be construed to create an employer/employee relationship.
10. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have a right of action hereunder.
11. This agreement may be executed in multiple counterparts, each of which be deemed an original, but which together shall constitute one instrument. Facsimile or electronic transmissions of documents and signatures shall have the same force and effect as originals.

[SIGNATURES ON NEXT PAGE]

ENTERED INTO this _____ day of _____, 2021.

ATTEST:

CLARK COUNTY

By: _____
Lynn Marie Goya, County Clerk

By: _____
Marilyn Kirkpatrick, Chair
Board of County Commissioners

Date: _____

Date: _____

APPROVED AS TO FORM:

By: *Lisa Logsdon*
Lisa Logsdon, Deputy District Attorney

Date: _____

CITY OF MESQUITE

By: _____
Tracy Beck, City Clerk

By: _____
Allan Litman, Mayor

Date: _____

Date: _____

Date: _____

By: _____
Jayson Andrus, Fire Chief

APPROVED AS TO FORM:

By: _____
City Attorney

Exhibit "A"

**EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
CITY OF MESQUITE
FY21 SERC HAZARDOUS MATERIAL EMERGENCY PREPAREDNESS
MID CYCLE GRANT**

City of Mesquite:

4- Four Gas Monitors	\$ 9,746.88
4-Vehicle mounted Cradle	\$ 1,420.00
1-Testing Station with Calibration Gasses	\$ 4,500.17
6-CO2 Monitors	\$ 3,598.14
1-Shipping and Freight	\$ 115.00

Total Requesting \$ 19,381.00

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 2 C.F.R. Part 200, whichever is applicable to your organization.
5. All grant expenditures are to be reasonable and allowable in accordance with OMB Part 200, 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 2 C.F.R. 200, which is incorporated into this agreement by reference, to include the required submission of the most recent annual independent audit.
9. Subgrantees that are institutions of higher education, hospitals or other non-profit organizations shall comply with the audit requirements of OMB 2 C.F.R 200.
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 SERC under the grant application process. Any change in the project, needs to be submitted to Clark County OEMHS for submission to SERC 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 SERC 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 SERC 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 2 CFR 200, as applicable.

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

GOVERNMENTAL UNIT (I.E., COUNTY COMMISSION, COUNTY MANAGER)

NAME: MARILYN K KIRKPATRICK TITLE: CHAIR, BOARD OF COUNTY COMMISSIONERS

SIGNATURE: _____ DATE: _____

EMERGENCY MANAGEMENT DEPUTY FIRE CHIEF:

NAME: BILLY SAMUELS TITLE: LEPC CHAIR

SIGNATURE: _____ DATE: _____

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

Clark County Emergency Management & Homeland Security
 Attn: Karen Taylor
 575 E. Flamingo Rd,
 Las Vegas, NV 89119