

CBE NO. 606570-23

INTERLOCAL AGREEMENT BETWEEN CLARK COUNTY AND THE CITY OF LAS VEGAS, REGARDING THE DESIGNATION OF CLARK COUNTY AS THE APPLICANT/FISCAL AGENT, PURSUANT TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM COUNTY FY-2022 FEDERAL FY-2021 AWARD

This INTERLOCAL AGREEMENT herein after referred to as "AGREEMENT" is entered into on this _____ day of _____, 2023 by and between CLARK COUNTY, Nevada, hereinafter referred to as "COUNTY" and CITY OF LAS VEGAS, hereinafter referred to as "CITY", collectively referred to as the "Parties" for The Designation of Clark County as the Applicant/Fiscal Agent, Pursuant to the Edward Byrne Memorial Justice Assistance Grant (JAG) Program County FY2022 Federal FY2021 Award.

WITNESSETH:

WHEREAS, NRS 277.180 authorizes public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform;

WHEREAS, The COUNTY and CITY are each lawful political subdivisions of the State of Nevada;

WHEREAS, There are grant funds available to the Parties under the Justice Assistance Grant Program County FY2022 Federal FY2021 Edward Byrne Memorial Justice Assistance Grant Formula Program ("JAG Program") (15PBJA-21-GG-01708-JAGX) in the combined amount of \$834,481 ("Grant Funds"), in which the grant timeline is from October 1, 2020 to September 30, 2024, for "the support of all components of the criminal justice system, from multi-jurisdictional drug and task forces to crime prevention and domestic violence programs, courts, corrections, treatment and justice information sharing initiatives, and mental health programs. JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures." (quoting, Overview of Edward Byrne Memorial Justice Assistance Grant, Justice Assistance Grant (JAG) Program: Local Solicitation CFDA #16.738);

WHEREAS, The Parties have communicated and expressed a collective desire to apply for the Grant Funds through the JAG Program;

WHEREAS, The Parties were certified by the Director of the Bureau of Justice Assistance as a JAG Disparate Jurisdiction, and because of this certification, the Parties must identify an applicant/fiscal agent that will submit a joint application to the Department of Justice, Office of Justice Program's Bureau of Justice Assistance ("BJA") for joint funds; and

WHEREAS, The Parties intend for this AGREEMENT to identify the applicant/fiscal agent of Grant Funds, as well as to determine the proper administration for the Grant Funds, including the procedure for the distribution and monitoring of the Grant Funds, mandates regarding the permitted and prohibited use of Grant Funds pursuant to the Justice Assistance Grant County FY2022 Federal FY2021 JAG Program, timetables for the submission of relative reports pursuant to the rules of the Justice Assistance Grant County FY2022 Federal FY2021 JAG Program, and general oversight of the Grant Funds.

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I: SCOPE OF WORK

AGREEMENT sets forth:

I. Identification of the Applicant/Fiscal Agent for the Grant Funds.

The Parties hereby agree that COUNTY is the applicant/fiscal agent and lead of the Grant Funds for purposes of the Justice Assistance Grant County FY2022 Federal FY2021 JAG Program of the Edward Byrne Memorial Justice Assistance Grant Formula Program.

II. Allocation of JAG Funds for Each Required Party

The Parties hereby acknowledge and agree to allocate funds to recipients and subrecipients in accordance with the Edward Byrne Memorial Justice Assistance Grant Formula Program: County FY2022 Federal 2021 Local Solicitation and any other rules and regulations promulgated by the Department of Justice following approval of the joint application by execution of grants and agreements in accordance with the terms hereof. Funding listed below shall be in accordance with the budget narrative from the final Edward Byrne Memorial JAG County FY2022 Federal FY2021 Local Solicitation grant application submission to the Department of Justice:

1. CITY Recommended Allocations:

The total recommended funding allocation for CITY applications and administration is: \$138,500.

2. COUNTY Recommended Allocations:

The total recommended funding allocation for COUNTY applications and administration is: \$695,981.

III. Rules and Procedures for Administration of the JAG Program

It is the responsibility for every Subrecipient of this grant to become familiar and comply with the requirements from the Department of Justice. Failure by any recipient to so execute will preclude COUNTY from submitting required reports to the Department of Justice, which may result in loss of all funds for all eligible entities. COUNTY, as fiscal agent, has established the following rules and procedures for the administration of the JAG Program in order to ensure compliance with United States Department of Justice, Bureau of Justice Assistance requirements:

1. CITY and Subrecipients shall use the funds from this grant solely for the purposes listed in the grant application for "state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and criminal justice information systems for criminal justice that will improve or enhance such areas: law enforcement programs, prosecution and court programs, including indigent defense, prevention and education programs, corrections and community corrections programs, drug treatment and enforcement programs, planning, evaluation, and technology improvement programs, crime victim and witness programs, and mental health programs (other than compensation)", (quoting, Program areas of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program County FY2022 Federal FY2021 Local Solicitation).
2. CITY and Subrecipients shall agree that funds received from this grant "be tracked, accounted for, and reported on separately from all other funds. Additionally, federal funds cannot be used as match for other federal awards". Recipients must also be prepared to track and report on the specific outcomes and benefits attributable to use of County FY2022 Federal FY2021 Local JAG funds. The accounting systems of all recipients and subrecipients must ensure that funds from any award under this solicitation are not commingled with funds from any other source. Misuse of Grant Funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under a grant, and civil and/or criminal penalties. Federal funds must be used to supplement existing funds for program activities and cannot replace or supplant nonfederal funds that have been appropriated for the same purpose. "Supplanting is prohibited under JAG", (quoting, Supplanting, Edward Byrne Memorial Justice Assistance Grant (JAG) Program County FY2022 Federal FY 2021 Local Solicitation).

3. CITY and Subrecipients agree that all funding recipients that propose to hold or sponsor conferences (including meetings, training, and other similar events) shall minimize costs. This requires the Office of Justice Program (OJP) to review and provide prior written approval of most conference costs for cooperative agreement recipients (and certain costs for grant recipients). "OJP generally prohibits the use of funding to provide food and beverages at conferences", (quoting, Minimization of Conference Costs, Edward Byrne Memorial Justice Assistance (JAG) Program County FY2022 Federal FY2021 Local Solicitation). Due to Covid-19 all in-person meetings, training, and other similar events have been scheduled via WebEx.
4. CITY and Subrecipients agree to provide COUNTY with programmatic, quarterly time-sheets, and fiscal reports no later than five calendar days after the end of each calendar quarter to comply with the grant guidelines. "In order to be eligible to receive funds under this solicitation, applicants must certify that they will satisfy the reporting requirements, which require detailed reporting (including reporting on sub-awards) no later than ten calendar days after the end of each calendar quarter", (quoting, Eligibility of Edward Byrne Memorial Justice Assistance Grant)
 - A. Recipient Reports - No later than 10 days after the end of each calendar quarter, each recipient that received Grant Funds shall submit a report to that agency that contains:
 1. the total amount of federal funds received from that agency;
 2. the amount of federal funds received that were expended or obligated to projects or activities; and
 3. a detailed list of all projects or activities for which federal funds were expended or obligated, including:
 - a. the name of the project or activity;
 - b. a description of the project or activity;
 - c. an evaluation of the completion status of the project or activity;
 - d. an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
 - e. detailed information on any subcontracts or sub-grants awarded by the recipient shall include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting of awards \$25,000 or more under this solicitation, consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA), will be required to report award information on any first-tier sub-awards totaling \$25,000 or more, and, in certain cases, to report information on the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients. Each applicant entity must ensure that it has the necessary processes and systems in place to comply with the reporting requirements should it receive funding. Reports regarding sub-awards will be made through the FFATA Sub-award Reporting System (FSRS), found at www.fsrs.gov/.
 - f. Subrecipient shall comply with the requirements of the 2 CFR Chapter II, Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and its relevant sub parts as they are related to the use of the JAG Funds by Subrecipient, and is subject to the current federal regulations as may be amended.

- B. Applicants should anticipate that no sub-award of an award made under this solicitation may be made to a Subrecipient (other than an individual) unless the potential Subrecipient acquires and provides a Data Universal Numbering System (DUNS) number.
- C. If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.
- D. Justice Assistance Grant Program County FY2022 Federal FY2021 Local Justice Assistance Grant recipients may expect that the information posted by OJP will identify grantees that are delinquent in their reporting. In addition, in keeping with standard OJP practice, grant recipients who do not submit required reports by the due date will not be permitted to drawdown funds thereafter, during the pendency of the delinquency, and may be subject to other appropriate actions by OJP, including, but not limited to, restrictions on eligibility for future OJP awards, restrictions on draw-down on other OJP awards, and suspension or termination of the award. Funding recipients may expect that a standard form and/or reporting mechanism may be available. Additional instructions and guidance regarding the required reporting will be provided as they become available.

IV. Distribution of the Grant Funds

The distribution of the Grant Funds, in accordance with the Edward Byrne Memorial Justice Assistance Grant Formula Program: County FY2022 Federal FY2021 Local Solicitation and any other rules and regulations promulgated by the Department of Justice shall be as follows:

1. Prior to any disbursement of Grant Funds, each Subrecipient must provide written proof of a DUNS number and registration in the CCR database. Failure to provide written proof will result in forfeiture of the Grant Funds allocated to the Subrecipient.
2. CITY and Subrecipients shall submit to Community Resources Management the requests for reimbursement for each month, by the 20th day after the end of each calendar quarter.
3. Report templates to be completed by CITY and Subrecipients, will be provided by COUNTY. Reports and reimbursement requests may be submitted electronically to the fiscal agent via ZoomGrants.
4. Failure to submit programmatic, quarterly time-sheets, and financial reports no later than five calendar days after the end of each calendar quarter may result in the forfeiture of the grant allocation to CITY and Subrecipient.
5. CITY and Subrecipients will allow a designated representative of the fiscal agent to monitor, at any time or place, the programmatic and fiscal activities as they relate to this grant. Failure to comply will result in the forfeiture of the grant allocation and will require that the parties come to a consensus of how the forfeited funds will be redistributed.
6. A quarterly WebEx meeting may be scheduled by the Parties after the end of each calendar quarter to ensure that all CITY and Subrecipient reports have been submitted, provide updated reporting requirements, or to reallocate forfeited funds.
7. The fiscal agent will prepare a budget modification that will be submitted with the fiscal and programmatic reports, as required by the Byrne Memorial Justice Assistance Grant. Upon approval of the written budget modification by the Department of Justice, the redistributed funds will be available.
8. The interest earned on the above project revenues will be allocated as follows: Nevada Child Seekers shall receive interest earned evenly.

V. AGREEMENT Liability

Nothing in the performance of this AGREEMENT shall impose any liability for claims against the CITY other than claims for which liability may be imposed by the Tort Claims Act.

VI. Party Responsibilities

Each Party of this AGREEMENT will be responsible for its own actions in providing services under this AGREEMENT and shall not be liable for any civil liability that may arise from the furnishing of the services by the other Party.

VII. Third Party

The Parties to this AGREEMENT do not intend for any third party to obtain a right by virtue of this AGREEMENT.

VIII. Party Obligations

By entering into this AGREEMENT, the Parties do not intend to create any obligations express or implied other than those set out herein; further, this AGREEMENT shall not create any rights in any party not a signatory hereto.

ARTICLE II: TERM OF AGREEMENT.

The initial term of AGREEMENT shall be from date of award through September 30, 2024.

ARTICLE III: PRICE, PAYMENT, AND SUBMISSION OF INVOICE

Allocation of JAG Funds sets forth in Article I: Scope of Work, Section II - Allocation of JAG Funds for Each Required Party.

If COUNTY rejects an invoice as incomplete, CITY will be notified within thirty (30) calendar days of receipt and AGENCY will have thirty (30) days to correct the invoice and resubmit.

Invoices shall be submitted via ZoomGrants or email to: Emma Garcia, Grants Coordinator at EPG@ClarkCountyNV.gov.

CITY must notify COUNTY in writing of any changes to CITY remit payment address or other pertinent information that may affect issuance of payment, and allow thirty (30) days for the change to be processed.

COUNTY is not responsible for late payments on inaccurate invoices and/or incomplete or unsatisfactory deliverables or milestones. COUNTY does not pay late fees or charges. Final payment may be withheld until all deliverables have been submitted and accepted or final services have been rendered.

ARTICLE IV: FISCAL FUNDING OUT CLAUSE

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under AGREEMENT between the parties shall not exceed those monies appropriated and approved by COUNTY for the then current fiscal year under the Local Government Budget Act. AGREEMENT shall terminate and COUNTY'S obligations under it shall be extinguished at the end of any of COUNTY'S fiscal years in which COUNTY'S governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under AGREEMENT. COUNTY agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to AGREEMENT. In the event this section is invoked, AGREEMENT will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve COUNTY of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

ARTICLE V: AMENDMENT / ENTIRE AGREEMENT

Amendment to AGREEMENT may be made only upon mutual consent in writing, by the parties hereto and executed with the same formality attending the original. Executed AGREEMENT, together with any attachments, contains the entire agreement between COUNTY and CITY relating to the rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of agreement not expressly set forth in AGREEMENT are of no force or effect.

ARTICLE VI: SUBCONTRACTS

Intentionally omitted.

ARTICLE VII: ASSIGNMENTS

Neither party may assign or delegate all or any part of AGREEMENT without the written consent of both parties, and executed with the same formality as attending this original.

ARTICLE VIII: NOTICES

Any notice required or permitted to be given hereunder shall be in writing and shall either be delivered personally to the party to whom such notice is given, or sent to it by United States registered or certified mail, postage prepaid and return receipt requested, addressed or delivered to such party at the address or addresses designated below (or such other address or addresses as may hereafter be designated by a party) by written notice to the other party:

To COUNTY: Attention: Emma Garcia
 Social Service-CRM
 1600 Pinto Lane Las Vegas, NV 89106

To CITY: Attention: Priscilla Wdowiak
 Finance Department
 495 S. Main St. | Las Vegas, NV 89101

ARTICLE IX: POLICIES AND PROCEDURES

CITY agrees to abide by all quality assurance, utilization review, peer review and consultation, standardized reporting, credentialing, and policies and procedures mutually established by COUNTY and CITY.

ARTICLE X: INSURANCE

Intentionally omitted.

ARTICLE XI: WAIVER AND SEVERABILITY

Any waiver of a breach of any provision of AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision. In the event any provision of AGREEMENT is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, or is found to be in violation of State Statutes and/or regulations, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the non-compliance. The remainder of the provisions of AGREEMENT not in question shall remain in full force and effect

ARTICLE XII: LAW OF VENUE

AGREEMENT shall be governed by the laws of the State of Nevada.

IN WITNESS WHEREOF, the parties hereto have caused AGREEMENT to be signed and intend to be legally bound thereby.

CITY OF LAS VEGAS:

COUNTY OF CLARK:

BY: *C. Goodman*
CAROLYN G. GOODMAN
Mayor

BY: _____
JAMES B. GIBSON, CHAIR
Clark County Commissioners

ATTEST:

ATTEST:

BY: *Luann D. Holmes*
LUANN D. HOLMES
City Clerk

BY: _____
LYNN MARIE GOYA
County Clerk

Approved as to form:

Approved as to form:
Steven Wolfson, District Attorney

BY: *John S. Ridilla 5/11/23*
JOHN S. RIDILLA
Deputy City Attorney

BY: *Jason Patchett for Elizabeth Vibert*
Jason Patchett for Elizabeth Vibert (Jun 15, 2023 14:26 PDT)
ELIZABETH A. VIBERT
Deputy District Attorney