

CBE NO. 606683-23

**INTERLOCAL AGREEMENT FOR BOULDER CITY EMERGENCY CENTER
IMPROVEMENTS**

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 BOULDER CITY, hereinafter referred to as "CITY" for Boulder City Emergency Center Improvements.

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;

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I: SCOPE OF WORK

AGREEMENT sets forth:

- A. The CITY shall review its activities in advance with the Community Resources Management Unit ("CRM") and will conform its activities to any practices necessary to assure continued eligibility for funding.
- B. In the event federal funds are used for payment of all or part of this AGREEMENT, CITY certifies, by signing this AGREEMENT, that neither it nor its SUB-SUBRECIPIENTS nor any of its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations Implementing Executive Order 12549, Debarment and Suspension, 28 CFR 67.510, as published at Part VII of the May 26, 1988, Federal Register, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- C. CITY shall provide facility improvements to the Emergency Center and provide an adjacent Logistics Center/Consolidated Staging Area. The Emergency Center is located in the Boulder City Fire Department at 1101 Elm Street, Boulder City, NV 89005, and servicing this tract. As the sole COVID responder for CITY, CITY shall maintain all records pertaining to and support of the tie back for the activity to prevent, prepare, and respond to COVID. These records will contain, but are not limited to, the following data regarding the Emergency Center:
 1. LMI Area, Census Tract 5501, which is 33.83%, based on the following U.S. Department of Housing and Urban Development (HUD) maps-website:
<https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd>
 2. Number of persons tested for COVID
 3. Number of vaccinations administered to prevent, prepare, and respond to COVID
 4. CDC Data on COVID
 5. COUNTY Data on COVID
- D. Per compliance with the CARES Act requirement to ensure that there are adequate procedures to prevent any duplication of benefits as required by Section 312 of the Stafford Act, as amendment by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.) and all applicable Federal Register notices, including FR-6218-N-01.

- E. The activity has a direct effect on COVID prevention or response and meets an urgent need; the activity includes facility improvements to the Boulder City Fire Department Emergency Center and provision of an adjacent Logistics Center/Consolidated Staging Area, located at 1101 Elm Street, Boulder City, NV, 89005 and servicing this tract. The following is an explanation of the tie back for the activity to prevent, prepare, and respond to COVID. The scope includes two projects that will enhance the City's response, treatment, and prevention of COVID and future similar emergencies:
1. Project 1: Emergency Center Upgrades: Currently CITY uses a small classroom in the Fire Department facility as its Emergency Operations Center (EOC). At the onset of COVID, the EOC was formed and operated out of that classroom daily for a period of a year. It became clear early on that the center was woefully inadequate from a communications and Information Technology standpoint. There was only one phone line into the room, one laptop for the entire EOC staff of 9 personnel, no SMART Boards and no dedicated audiovisual equipment. Communications between response agencies in CITY and COUNTY were often hampered because of these communications deficiencies. CITY intends to use \$100,000.00 to upgrade the facility to include additional dedicated phone lines, the purchase of dedicated laptops for EOC members, SMART Boards, and new audiovisual equipment.
 2. Project 2: Logistics Center/Consolidated Staging Area. CITY has no dedicated logistics warehouse or any place to store COVID supplies. Currently, CITY stores emergency goods and supplies in 13 different facilities throughout the CITY. During the COVID outbreak, CITY had to purchase almost One Million dollars' worth of Personnel Protective Equipment (PPE), medical equipment, contamination avoidance, and other supplies used for COVID-related functions like testing operations and vaccine clinics. Supplies are now scattered throughout the 13 facilities. The pandemic exposed an operational weakness of needing a dedicated logistics warehouse to store pandemic related supplies. CITY intends to use \$333,349.00 to purchase and install a metal warehouse next to the Emergency Operations Center to centralize pandemic logistics storage.

FINANCIAL MANAGEMENT

- A. This AGREEMENT is subject to other requirements of 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and 2 CFR Part 200, Subpart E entitled "Cost Principles", and is subject to the current federal regulations as may be amended.
- B. As applicable, in the event that the CITY'S procurement policies and procedures do not meet the standards of 2 CFR Part 200 (Uniform Guidance), CITY shall adopt procedures that comply with 2 CFR Part 200. The "CRM SUBRECIPIENT Guidelines for Federal Funding-Change Order Policies and Procedures" provides guidelines that align with 2 CFR Part 200 (Uniform Guidance) regulations regarding contract modifications and change orders for grant-related activities. These guidelines are meant as general guidance and do not represent a full interpretation of 2 CFR Part 200; therefore, CITY should become familiar with 2 CFR Part 200 to support compliance with all Federal regulations therein.
- C. All CITY'S costs of the Program shall be recorded by budget line items and be supported by canceled checks, payrolls, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, CITY'S financial transactions with respect to the Program may be audited by the COUNTY, independent contractors contracted by the COUNTY, HUD, the Comptroller General of the United States, the General Accounting Office, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, program participants, and other persons pertaining to such financial transactions and necessary to facilitate the audit.
- D. Copies, excerpts, or transcripts of all of the books, documents, papers, and records, including canceled checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the COUNTY.

- E. COUNTY will reimburse CITY for all eligible costs of the Program up to the total amount of the Funds. Invoices of expenditures must be submitted to COUNTY and funds will be accounted for in a ledger separate from all other revenue sources, per 2 CFR Part 200.305. Timeliness of payments to CITY shall be in accordance with 2 CFR Part 200.305, 2 CFR Part 200.300-309, and 31 CFR Part 205, whereby methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the subgrantee, in accordance with the cited regulations. Upon approval, invoices will be processed with net 30 payment terms.
- F. Expenditures will be reviewed for consistency with the approved budget and scope of work as well as 2 CFR Part 200 entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards". Approved invoices will be paid in a timely manner.
- G. Upon the expiration or revocation of this AGREEMENT, CITY shall transfer to COUNTY any funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of the funds.

ARTICLE II: TERM OF AGREEMENT

The initial term of AGREEMENT shall be from date of award through June 30, 2026.

Notwithstanding the foregoing provision, either party may terminate AGREEMENT, without cause, upon giving thirty (30) days written notice to the other party. In the event the Budget Act and Fiscal Fund Out provision is invoked, AGREEMENT shall expire June 30th of the current fiscal year. Termination due to the failure of COUNTY or CITY to appropriate monies shall not relieve the parties' obligations under AGREEMENT incurred through June 30th of the fiscal year for which monies were appropriated for their operations.

ARTICLE III: PRICE, PAYMENT, AND SUBMISSION OF INVOICE

COUNTY agrees to pay CITY for goods and/or services provided as outlined in Article I - Scope of Work not to exceed the amount of \$433,349.

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 email to: Deanna Judkins, Clark County Social Service, Community Resources Management (CRM) at Deanna.Judkins@ClarkCountyNV.Gov.

CITY must notify COUNTY in writing of any changes to CITY'S 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

AGREEMENT is entered into to secure the services of CITY. Services specified in this AGREEMENT shall not be subcontracted by CITY without the written consent of COUNTY.

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: Clark County Social Service/CRM
 Attention: Karen Schneider, Manager
 1600 Pinto Lane
 Las Vegas, Nevada 89106

To CITY: City of Boulder City
 Attention: Michael Mays, AICP
 Community Development Director
 401 California Ave.
 Boulder City, Nevada 89005

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

CITY agrees to maintain, at its own expense, general liability and medical malpractice insurance, through a self-funded program, on its employees and officers.

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

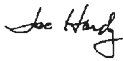
AGREEMENT shall be governed by the laws of the State of Nevada.

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

COUNTY OF CLARK:

CITY OF BOULDER CITY:

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

BY:  _____
JOE HARDY
Mayor

ATTEST:


ATTEST:

BY: _____
LYNN MARIE GOYA
County Clerk

BY:  _____
TAMI MCKAY
City Clerk

APPROVED AS TO FORM:
Steven Wolfson, District Attorney

APPROVED AS TO FORM:
City of Boulder City

BY:  _____
Jason Patchett (Aug 16, 2023 07:51 PDT)
JASON B. PATCHETT
Deputy District Attorney

E-SIGNED by Brittany Walker
on 2023-07-18 19:32:32 GMT
BY: _____
BRITTANY LEE WALKER
City Attorney

APPENDICES

(Available by Request to Clark County Social Service Department)

- **Appendix A: 2 CFR 200.318-326 and Appendix II-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**
- **Appendix B: Clark County CRM Subrecipient Checklist**
- **Appendix C: Change Order Procedures**
- **Appendix D: Rules for Construction Projects with Non-Profit Organizations/Agencies**
- **Appendix E: OIG Integrity Bulletin for Procurement and Contracting**