

**CBE NO. 606677-23**

**INTERLOCAL AGREEMENT BETWEEN CLARK COUNTY AND BOULDER CITY  
FIRE DEPARTMENT FOR THE PURCHASE OF ATMOSPHERIC MONITORS**

This INTERLOCAL AGREEMENT hereinafter referred to as "AGREEMENT" is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between CLARK COUNTY, Nevada, hereinafter referred to as "COUNTY" and BOULDER CITY FIRE DEPARTMENT, hereinafter referred to as AGENCY for the purchase of atmospheric monitors. Each of the above is a "PARTY" and collectively are "PARTIES" to this AGREEMENT.

**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, COUNTY has entered into a grant agreement with AGENCY for participation in the Fiscal Year 2024 State Emergency Response Commission ("SERC") Operations, Planning Training and Equipment ("OPTE") Grant Funds;

WHEREAS, the Local Emergency Planning Committee ("LEPC") allocated the SERC OPTE Grant Funds to AGENCY;

WHEREAS, AGENCY, located at 1101 Elm Street Boulder City, Nevada 89005 will purchase atmospheric monitors with the grant funds allocated by the LEPC; and

WHEREAS, the 2024 SERC OPTE Grant Funds will reimburse AGENCY for equipment as listed in Exhibit "A," "Expenditures Eligible for Reimbursement".

NOW, THEREFORE, the PARTIES mutually agree as follows:

**ARTICLE I: SCOPE OF WORK**

1. AGENCY shall purchase the atmospheric monitors listed in Exhibit "A."
2. AGENCY shall comply with all federal laws and regulations associated with the receipt of the grant funds as an AGENCY of such funds for the project identified in this AGREEMENT. See Exhibit "B" – Local, State and Federal Assurances. The obligations contained in this section shall survive any early termination of this AGREEMENT.
3. AGENCY shall agree to provide evidence of financial accountability. AGENCY may satisfy this requirement by providing COUNTY a copy of AGENCY'S most recent single audit report (Office of Management and Budget ("OMB") 2 C.F.R 200.500) or a letter stating that AGENCY expended less than \$750,000 of federal funds during the reporting period.

**ARTICLE II: TERM OF AGREEMENT**

Commencing from the date of execution of AGREEMENT, the term shall be through June 30, 2024.

Notwithstanding the foregoing provision, either party may terminate AGREEMENT, without cause, upon giving ninety (90) days written notice to the other party. In the event the Budget Act and Fiscal Fund Out provision is invoked, AGREEMENT shall expire June 30<sup>th</sup> of the current fiscal year. Termination due to the failure of COUNTY or AGENCY to appropriate monies shall not relieve the PARTIES' obligations under AGREEMENT incurred through June 30<sup>th</sup> of the fiscal year for which monies were appropriated for their operations.

### **ARTICLE III: PRICE, PAYMENT, AND SUBMISSION OF INVOICE**

1. COUNTY, through its Office of Emergency Management and Homeland Security ("OEMHS"), shall provide a maximum of Twenty-Seven Thousand, Five Hundred Ninety-Four Dollars (\$27,594.00) to AGENCY from the Fiscal Year 2024 SERC OPT E Grant Funds subject to the conditions set forth in this AGREEMENT.
2. AGENCY shall provide OEMHS with all documentation supporting any requests for payment of expenses against the funds encumbered and shall provide any additional documentation requested by OEMHS that may be required in the administration of the 2024 SERC OPT E Grant Funds.
3. AGENCY understands and agrees that COUNTY shall not be obligated to pay any monies to AGENCY if such state funds are terminated, are withheld from COUNTY, or are otherwise not forthcoming for any reason. In the event no state funds are forthcoming, COUNTY may immediately terminate this AGREEMENT.

If COUNTY rejects an invoice as incomplete, AGENCY 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 as follows:

Pamela Hatty, Administrative Specialist  
Clark County Office of Emergency Management & Homeland Security  
575 E Flamingo Road  
Las Vegas, NV 89119

AGENCY must notify COUNTY in writing of any changes to AGENCY 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 AGENCY 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: 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 VII: 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: Pamela Hatty, Administrative Specialist  
Clark County Office of Emergency Management & Homeland Security  
575 East Flamingo Road  
Las Vegas, NV 89119

To AGENCY:                      Attention: Gregory Chesser, Deputy Fire Chief  
Boulder City Fire Department  
1101 Elm Street  
Boulder City, Nevada 89005

#### **ARTICLE VIII: POLICIES AND PROCEDURES**

AGENCY 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 AGENCY.

#### **ARTICLE IX: INSURANCE**

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

#### **ARTICLE X: 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 XI: LAW OF VENUE**

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

#### **ARTICLE XII: LIABILITY**

AGENCY shall be solely responsible for the acts and/or omissions of its employees, officers and agents/vendors in the administration of this AGREEMENT.

#### **ARTICLE XIII: AUDIT**

AGENCY shall allow COUNTY OEMHS to annually audit all activities relating to this funding to maintain compliance to all federal OMB requirements and state grant guidance.

#### **ARTICLE XIV: WAIVER**

No waiver of any provision of this AGREEMENT shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the PARTIES.

#### **ARTICLE XV: NO JOINT VENTURE**

Nothing herein shall be construed to create an employer/employee relationship.

#### **ARTICLE XVI: NO THIRD-PARTY BENEFICIARIES**

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.

#### **ARTICLE XVII: EXECUTION**

This AGREEMENT may be executed in multiple counterparts, each of which will 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.

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

**CLARK COUNTY**

**ATTEST:**

By: \_\_\_\_\_  
JAMES B. GIBSON, CHAIR  
Clark County Commission

By: \_\_\_\_\_  
LYNN MARIE GOYA  
County Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

Steven Wolfson, District Attorney

By: Jason Patchett  
Jason Patchett (Aug 22, 2023 10:32 PDT)  
JASON B. PATCHETT  
Deputy District Attorney

Date: Aug 22, 2023

**CITY OF BOULDER CITY**

**ATTEST:**

By: Joe Hardy  
JOE HARDY  
Mayor

By: Tami McKay  
TAMI MCKAY  
City Clerk

Date: July 19, 2023

Date: July 19, 2023

**APPROVED AS TO FORM:**

By: William Gray  
WILLIAM GRAY  
Fire Chief

E-SIGNED by Brittany Walker  
By: on 2023-07-18 19:35:50 GMT  
BRITTANY L. WALKER  
City Attorney

Date: July 17, 2023

Date: July 18, 2023

**EXHIBIT A  
EXPENDITURES ELIGIBLE FOR REIMBURSEMENT  
BOULDER CITY FIRE DEPARTMENT  
FY24 SERC OPT E GRANT**

Boulder City Fire Department:

Atmospheric Monitors	\$ 27,594.00
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Total Requesting	\$ 27,594.00
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## **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 Agreement 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 this Agreement. 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:

<b>January 15</b>	-	(for reporting period October 1 to December 31)
<b>April 15</b>	-	(for reporting period January 1 to March 30)
<b>July 15</b>	-	(for reporting period April 1 to June 30)
<b>October 15</b>	-	(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 Agreement.
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 Agreement 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 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.