

CBE NO. 606471-22

INTERLOCAL AGREEMENT FOR COVERT AUDIO AND VIDEO RECORDING EQUIPMENT SYSTEM

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 LAS VEGAS METROPOLITAN POLICE DEPARTMENT, hereinafter referred to as "LVMPD" for Covert Audio and Video Recording Equipment System.

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, Justice Assistance Grant (JAG) 0483 Federal Department of Justice (DOJ) grant's timeline is from 10/01/2019 to 09/30/2023.

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I: SCOPE OF WORK

AGREEMENT sets forth:

The LVMPD will utilize JAG funding to purchase 2 to 3 covert audio and video (AV) recording equipment systems to be used in conjunction with the Technical and Analytical Surveillance Section and Gang Vice Bureau. LVMPD'S current covert equipment, used to combat prostitution and human trafficking, is failing. Some prostitutes are victims of human trafficking and are required to trick roll a client, when a prostitute allegedly steals money or valuables from a paying client. Violence may be used during the robbery of the patron. These actions occur while the purported unaware buyer is sleeping, taking a shower or is intoxicated from alcohol or drugs. The clandestine equipment will be used in an undisclosed manner to define who is involved in criminal enterprises soliciting sexual acts for money. The equipment can be used in the concealed investigations of vice and gang activity and other obscured inquiries.

LVMPD works in conjunction with non-profits partners and social service agencies to reduce the number of human trafficking victims. In 2019, there were 162 human trafficking cases and 73 as of August 2020. LVMPD'S Vice Section with support from The Technical and Surveillance Section (TASS) utilize covert audio and video equipment during undercover operations to identify prostitutes who may also be victims of human trafficking. The equipment currently in use has momentarily failed several times mid-operation which poses a risk to all parties involved and lessens the chance of identifying and helping a trafficking victim due to the following issues:

1. Officers are no longer able to hear or see the undercover location;
2. Supervisory staff have to determine whether to terminate the task;
3. End the mission where the identity of the clandestine undercover officer might be jeopardized;

TASS and Vice Bureau have tried to remedy the failing equipment; however, it is imperative the device be replaced to continue the mission. Given the current budget crisis due to Covid-19, grant will be used to purchase replacement gear.

Per Vice Bureau, approximately 40-45% of the undercover cases result in the conviction of the person(s) involved in the criminal enterprise. Nearly 15-20% of the undercover operations end with a trick roll robbery, and 100% of the criminals committing the trick roll during the covert event are arrested. Below is a breakdown of the race of the identified subjects:

- o 68.1% African American
- o 21.3% Caucasian
- o 5.8% Asian
- o 1% Other race

Responsibilities of COUNTY and LVMPD

1. COUNTY agrees to allocate funds to LVMPD from 2020-DJ-BX-0483 Federal JAG grant funding, to purchase 2 to 3 covert audio and video (AV) recording equipment systems.

<u>Expense</u>	<u>Amount</u>
AV Equipment	\$ 32,500
TOTAL AMOUNT not to exceed	\$ 32,500

2. LVMPD will provide services during FY-22/23, to conclude no later than September 30, 2023.
3. To receive reimbursement for program activities, LVMPD will purchase covert audio and video surveillance systems to be shared by the Vice Bureau Section and TASS; to increase the number of covert operations; and to increase the number of human trafficking victims referred to social service partners for service
4. LVMPD will provide quarterly progress report on how the funding has assisted their Human Trafficking Covert Investigations program.
5. LVMPD will provide notice to COUNTY Community Resources Management of any program changes, including, but not limited to a written justification of the scope of work and per line budget changes within 30-days for which Fiscal Year 2020 Justice Assistance Grant funds are allocated.
6. LVMPD agrees that approval of program changes including, but not limited to budget modifications, changes in the grantee authorized signing official, grantee contact, grantee mailing address, grantee name, project period, project scope, program office approvals and sole source approvals must have prior DOJ approval and amendment to the AGREEMENT must be in place before being implemented.
7. Only DOJ may authorize an extension of the entire JAG 0483 grant beyond September 30, 2023.

ARTICLE II: TERM OF AGREEMENT

The term of this AGREEMENT shall be from July 1, 2022 through September 30, 2023.

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 LVMPD 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 LVMPD or goods and/or services provided as outlined in Article I - Scope of Work, based on approved budget appropriations.

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

Invoices shall be submitted via email to the attention of: Emma Garcia, Grants Coordinator at EPG@ClarkCountyNV.gov.

LVMPD must notify COUNTY in writing of any changes to LVMPD'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 LVMPD 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 LVMPD. Services specified in this AGREEMENT shall not be subcontracted by LVMPD 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 Services – CRM
Attention: Emma Garcia
1600 Pinto Lane
Las Vegas, Nevada 89106

To LVMPD: Las Vegas Metropolitan Police Department
Attention: Gillian Culver
Office of Finance, Budget Section
400 S. Martin L. King Blvd.
Las Vegas, Nevada 89106

ARTICLE IX: POLICIES AND PROCEDURES

LVMPD 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 LVMPD.

ARTICLE X: INSURANCE

LVMPD agrees to maintain, at its own expense, general liability and required insurance coverage, 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.

ARTICLE XIII: SUSPENSION AND TERMINATION

Suspension. COUNTY may suspend performance by LVMPD under this AGREEMENT up to 90 calendar days as COUNTY, at its sole discretion, may prescribe by providing written notice to LVMPD. LVMPD shall not perform further work under this AGREEMENT as of the effective date of suspension. LVMPD may not resume performance, unless and until, COUNTY issues written notice to resume performance.

Termination for Convenience. Either party has the right to terminate this AGREEMENT for convenience by giving the other party hereto thirty (30) calendar day's written notice of intent to terminate.

Termination for Cause. This AGREEMENT may be terminated for cause by either party in the event of substantial failure of the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party; but only after the other party is given not less than thirty (30) calendar days written notice of intent to terminate; and an opportunity for consultation with the terminating party prior to termination. Neither party shall be considered in default in the performance of its obligations hereunder, to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of LVMPD'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within LVMPD'S control. If after termination for cause it is determined that LVMPD has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.

Process. The rights and remedies of COUNTY and LVMPD provided in this section are in addition to any other rights and remedies provided by law or under this AGREEMENT.

1. Upon receipt by LVMPD of a suspension or termination notice, or delivery by LVMPD of a termination notice, LVMPD shall promptly discontinue all services affected (unless COUNTY'S notice directs otherwise) and deliver or otherwise make available to COUNTY, copies of all deliverables completed pursuant to the schedule set forth in Article I - Scope of Work.
2. In the event this AGREEMENT is terminated by LVMPD, LVMPD acknowledges that its termination may affect COUNTY'S consideration of LVMPD for future projects.
3. In the event of termination of this AGREEMENT, LVMPD is eligible for compensation earned based on actual costs or the percentage of work completed, as fairness dictates, less all previous payments. COUNTY will pay LVMPD for work performed up to and including the date on which LVMPD discontinued or should have discontinued all services as determined by paragraph 1. No payment shall be allowed for anticipated profit on performed or unperformed services or other work. Any payment due to LVMPD may be adjusted to the extent COUNTY incurs additional costs by reason of LVMPD'S default. The final invoice for all work completed as of the date of termination, shall be received by COUNTY within sixty (60) calendar days after date of termination.
4. Upon termination, COUNTY may take over the work and prosecute the same to completion by contract with another party or otherwise.

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

COUNTY OF CLARK:

BY: JAMES B. GIBSON, CHAIR
Clark County Commissioners

LAS VEGAS METROPOLITAN POLICE
DEPARTMENT:

BY: Kevin McMahill
KEVIN McMAHILL
Sheriff

ATTEST:

BY: LYNN MARIE GOYA
County Clerk

APPROVED AS TO FORM:

BY: Liesl Freedman
LIESL FREEDMAN
General Counsel

APPROVED AS TO FORM:

Steven Wolfson, District Attorney

BY: Elizabeth A. Vibert
ELIZABETH A. VIBERT
Deputy District Attorney