

CBE NO. 606144-22

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT herein after referred to as "AGREEMENT" is entered into on this _____ day of _____, 2022 by and between CLARK COUNTY, Nevada, on behalf of DEPARTMENT OF SOCIAL SERVICE, hereinafter referred to as "COUNTY" and CITY OF NORTH LAS VEGAS ON BEHALF OF THE NORTH LAS VEGAS POLICE DEPARTMENT, hereinafter referred to as "AGENCY" for National Incident-Based Reporting System (NIBRS) Program.

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:

1. Responsibilities of AGENCY

- A. AGENCY shall conduct the National Incident-Based Reporting System (NIBRS) during the period of July 1, 2021 – September 30, 2022.
- B. AGENCY shall pay for salaries, fringe benefits and indirect costs associated with the national NIBRS program.
- C. AGENCY shall check NIBRS reports for federal required compliance and overtime (OT) will be used by NIBRS certified records personnel. This includes ensuring all data elements correspond with the FBI field and coding protocols. Approximately 27 hours of OT per quarter will be utilized to complete the NIBRS validation process.
- D. AGENCY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this agreement and in accordance with state and federal law including NRS 62H.025.

2. Responsibilities of COUNTY

- A. Compensation/Terms of Payment - COUNTY agrees to pay AGENCY for the performance of services, as specified above, not-to-exceed amount of \$27,666 in 2019-DJ-BX-0831 federal JAG grant funding from October 1, 2018 to September 30, 2022, for a total of award of such federally obligated funds in the amount of \$922,213; and subject to COUNTY's fiscal limitations, with the not-to-exceed amount of appropriated funds issued via purchase order for the COUNTY's fiscal year, and receipt of invoice and documentation. It is expressly understood that the entire work defined must be completed by AGENCY and it shall be AGENCY'S responsibility to ensure that hours and tasks are properly budgeted, so all SERVICES are completed for the said fee.

Expense	Amount
Personnel (OT)	\$ 17,250.00
Fringe	\$ 2,537.00
Indirect Costs	\$ 7,879.00
TOTAL:	\$ 27,666.00

- B. COUNTY shall not pay AGENCY for training programs not completed.
- C. AGENCY agrees to provide COUNTY with final JAG 0831 invoice by June 30, 2022.
- D. COUNTY agrees to make payments within thirty (30) calendar days of receipt of the invoice.
- E. Invoices shall be submitted, via email, to the attention of: Emma Garcia, Grants Coordinator.
- F. AGENCY's invoices not submitted to COUNTY within six months from date of services shall be rejected for payment in accordance with NRS 244.250

ARTICLE II: TERM OF AGREEMENT

The term of this AGREEMENT shall be from July 1, 2021 through September 30, 2022. 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 30th 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 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 AGENCY for 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, 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 via email to Emma Garcia at epg@clarkcountynv.gov.

AGENCY must notify COUNTY in writing of any changes to AGENCY'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 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: SUBCONTRACTS

AGREEMENT is entered into to secure the services of AGENCY. Services specified in this AGREEMENT shall not be subcontracted by AGENCY 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: Attention: Emma Garcia
CRM Social Services
2424 N. Martin Luther King Blvd., Bldg C
North Las Vegas, Nevada 89032

To AGENCY: Attention: Bryan Sualog
City of North Las Vegas Grants Development and Administration
2250 Las Vegas, Blvd. Suite 900
North Las Vegas, Nevada 89030

ARTICLE IX: 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 X: 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 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:

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

CITY OF NORTH LAS VEGAS
ON BEHALF OF
THE NORTH LAS VEGAS POLICE DEPARTMENT:

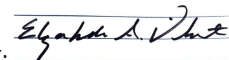
BY:  _____
RICHARD EASTER
Director
Grants Development and Administration

ATTEST:

BY: _____
LYNN MARIE GOYA
County Clerk

APPROVED AS TO FORM:

Steven Wolfson, District Attorney

BY:  _____
ELIZABETH A. VIBERT
Deputy District Attorney