

CBE NO. 606402-22

INTERLOCAL AGREEMENT FOR MESQUITE RECREATION CENTER

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 MESQUITE, hereinafter referred to as "CITY" for Mesquite Recreation Center.

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; and

WHEREAS, the CITY, an incorporated city located at 10 East Mesquite Boulevard, Mesquite, Nevada 89027, proposes to allow all Clark County residents to have access to parks, activities, fitness, and recreational services for the same cost as local city residents through its Mesquite Recreation Center program ("PROGRAM") located at 100 West Old Mill Road in Mesquite, Nevada 89027; and

WHEREAS, COUNTY and CITY are authorized by law to provide the PROGRAM; and

WHEREAS, CITY has requested financial assistance from COUNTY to assist with the cost of operations for the PROGRAM, administered primarily at 100 West Old Mill Road, Mesquite, Nevada 89027; and

WHEREAS, an increasing number of Bunkerville residents and other rural COUNTY residents are utilizing the facilities and services provided by CITY; and

WHEREAS, CITY shall continue to provide such services and facilities to residents of unincorporated Clark County as well as City residents upon the same condition terms; and

WHEREAS, CITY agrees to furnish such services upon the terms and conditions set forth below.

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I: SCOPE OF WORK

AGREEMENT sets forth in Exhibit A - Scope of Work attached hereto.

ARTICLE II: TERM OF AGREEMENT

The term of this AGREEMENT shall be from July 1, 2022 through June 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 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 will provide CITY funds to assist with the operational costs provided as outlined in Exhibit A - Scope of Work, for the not to exceed amount of \$35,000.

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

Invoices shall be submitted as follows:

Attention: Community Resources Management
Clark County Nevada, Department of Social Services
1600 Pinto Lane
Las Vegas, Nevada 89106

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

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: Attention: Community Resources Management
 Clark County Nevada, Department of Social Services
 1600 Pinto Lane
 Las Vegas, Nevada 89106

To CITY: Attention: Carol Hollis
 City of Mesquite
 10 E. Mesquite Blvd
 Mesquite, Nevada 89027

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 required insurance coverage, 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 CITY under this AGREEMENT up to 90 calendar days as COUNTY, at its sole discretion, may prescribe by providing written notice to CITY. CITY shall not perform further work under this AGREEMENT as of the effective date of suspension. CITY 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 CITY'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within CITY'S control. If after termination for cause it is determined that CITY 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 CITY provided in this section are in addition to any other rights and remedies provided by law or under this AGREEMENT.

1. Upon receipt by CITY of a suspension or termination notice, or delivery by CITY of a termination notice, CITY 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 Exhibit A, Scope of Work.
2. In the event this AGREEMENT is terminated by CITY, CITY acknowledges that its termination may affect COUNTY'S consideration of CITY for future projects.
3. In the event of termination of this AGREEMENT, CITY 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 CITY for work performed up to and including the date on which CITY 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 CITY may be adjusted to the extent COUNTY incurs additional costs by reason of CITY'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.

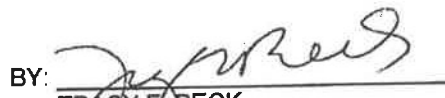
CITY OF MESQUITE:

BY: 
PETER JANKOWSKI
City Manager

COUNTY OF CLARK:

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

ATTEST

BY: 
TRACY E. BECK
City Clerk

ATTEST:

BY: _____
LYNN MARIE GOYA
County Clerk

Approved as to form:

Approved as to form:
Steven Wolfson, District Attorney

BY: 
BRYAN PACK
Mesquite City Attorney

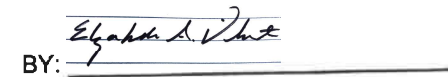
BY: 
ELIZABETH A. VIBERT
Deputy District Attorney

EXHIBIT A

SCOPE OF WORK

CITY OF MESQUITE FOR MESQUITE RECREATION CENTER

AGREEMENT sets forth that CITY proposes to allow all COUNTY residents to have access to parks, activities, fitness, and recreational services for the same cost as local city residents through its Mesquite Recreation Center program, hereinafter referred to as "PROGRAM".

The PROGRAM shall use data obtained when members use the membership card or membership number provided prior to using facilities or participating in recreational services. This data will collect zip code information that will be used to determine all members in the rural COUNTY area. The data collected will provide the information needed to ensure that the number of unduplicated households/individuals continues to increase and that the PROGRAM is offering the same cost as locals to other COUNTY residents.

The services and support provided by CITY include providing outstanding parks, recreation, youth, and cultural services to COUNTY residents at the same rate as Mesquite residents.

The PROGRAM shall measure the number of memberships and participants by zip code, providing the number of Mesquite residents versus non-resident participants.

PROGRAM funds shall be used to supplement operating costs related to salaries and employee benefits.

CITY will provide services during the AGREEMENT fiscal year 2022/2023, as outlined in Attachment 1 - Expenditures Eligible for Reimbursement.

CITY will provide all services, including personnel and materials, to operate and manage the PROGRAM in accordance with Attachment 2 – Objectives, attached herto and incorporated herein as if fully set forth. Changes in Objectives, as described in Attachment 2, must receive prior written approval of the COUNTY.

CITY will provide client usage records to the Social Service Department of COUNTY on a quarterly basis during the fiscal year beginning July 1, 2022 and ending June 30, 2023. These reports will contain, but are not limited to, the information contained in Attachment 3 - Quarterly Progress Report, to COUNTY, including any narrative report to delineate the benefit realized by COUNTY for Program Support.

ATTACHMENT 1
EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

CITY OF MESQUITE
FOR MESQUITE RECREATION CENTER

Fiscal Year 2022/2023 County Outside Agency Grant Funds

The following items may be paid with the Clark County General Funds:

General Administration/Operations	\$ 17,500
Direct Services to County Residents	\$ 17,500
TOTAL	<u>\$ 35,000</u>

ATTACHMENT 2

OBJECTIVES

CITY OF MESQUITE MESQUITE RECREATION CENTER

Program Year 2022/2023

1. The Objectives of the PROGRAM shall be to:
 - Recreation programming for youth/pre-school to support a healthier population education system to transition into elementary education;
 - Park and Field scheduling to provide social and mental connection for the community;
 - Special events and cultural activities to improve quality of life and community pride for Mesquite and Bunkerville residents;
 - Park, athletics venue and recreation center maintenance to provide healthy activities and programs.
2. CITY will maintain client data demonstrating client eligibility for services provided and retain such client data as well as all financial records, supporting documents, statistical records, and all other records pertinent to this AGREEMENT for a period of four (4) years.
3. CITY will provide to COUNTY written notice of any PROGRAM changes during the fiscal year for which COUNTY funds are allocated under the provisions of this AGREEMENT.
4. CITY will give priority attention to referrals for service for COUNTY-identified clients.

ATTACHMENT 3
PERFORMANCE MEASUREMENT
QUARTERLY REPORT TO CLARK COUNTY

Reflecting Months: Year:

AGENCY: **CITY OF MESQUITE**
PROGRAM: **MESQUITE RECREATION CENTER**

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS QUARTER	YEAR TO DATE
Recreation programming for youth/pre-school to support a healthier population education system to transition into elementary education.	Total # served the quarter ONLY Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served
Park and Field scheduling to provide social and mental connection for the community.		
Special events and cultural activities to improve quality of life and community pride for Mesquite and Bunkerville residents.		
Park, athletics venue and recreation center maintenance to provide healthy activities and programs.		

NARRATIVE REPORT: (login to ZoomGrants at <https://www.zoomgrants.com/login/> to upload report as part of your Quarterly reports due: 10/10/2022; 01/10/2023; 04/10/2023; and 07/10/2023.)

Information on how to submit the Performance Measurement Quarterly Report can be found at <https://www.youtube.com/watch?v=JP6IkJ-YsJ8&feature=youtu.be> for a quick detailed tutorial or you can email Questions@ZoomGrants.com for assistance.