

**INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY AND
MESQUITE FIRE AND RESCUE**

This Interlocal Agreement ("Agreement") is entered into and effective as of June 28th, 2022, by and between Clark County, Nevada ("County"), a political subdivision of the State of Nevada, and Mesquite Fire and Rescue, a political subdivision of the State of Nevada ("Subrecipient"). Each of the above is a "Party" and collectively are "Parties" to this Agreement.

RECITALS

WHEREAS, the County has entered into a grant agreement with the State of Nevada, Department of Public Safety for participation in the Fiscal Year 2023 State Emergency Response Commission (SERC) United We Stand (UWS) grant funds; and

WHEREAS, the Local Emergency Planning Committee (LEPC) allocated the UWS grant funds to subrecipients; and

WHEREAS, the Subrecipient, located at 3 John Deere Drive, Mesquite, NV 89027 will purchase atmospheric monitors and calibration equipment with the grant funds allocated by the LEPC; and

WHEREAS, the 2023 UWS grant funds will reimburse the Subrecipient for equipment as listed in Exhibit A, Expenditures Eligible for Reimbursement; and

WHEREAS, NRS 277.180 permits one or more public agencies to contract with any one or more public agencies to perform any governmental service, activity, or undertaking that any of the public agencies entering into the contract is authorized to perform by law.

NOW, THEREFORE, in accordance with NRS 277.180, the Parties agree as follows:

AGREEMENT

1. Subrecipient shall purchase atmospheric monitors and calibration equipment listed in Exhibit A. County, through its Office of Emergency Management and Homeland Security (OEMHS), shall provide a maximum of FOURTEEN THOUSAND TWO HUNDRED DOLLARS (\$14,200.00) from Fiscal Year 2023 UWS grant funds subject to the conditions set forth in Subsection 2.
2. Subrecipient 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 2023 UWS grant funds.
3. Subrecipient shall comply with all federal laws and regulations associated with the receipt of the grant funds as a Subrecipient 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.

4. Subrecipient understands and agrees that the County shall not be obligated to pay any monies to Subrecipient if such state funds are terminated, are withheld from the County, or are otherwise not forthcoming for any reason. In the event no state funds are forthcoming, the County may immediately terminate this Agreement.
5. Subrecipient shall agree to provide evidence of financial accountability. Subrecipient may satisfy this requirement by providing County a copy of Subrecipient's most recent single audit report (Office of Management and Budget ("OMB") 2 C.F.R 200.500) or a letter stating that Subrecipient expended less than \$750,000 of federal funds during the reporting period.
6. **Effective Date.** This Agreement is effective for the performance period of the UWS grant from July 1, 2022, to June 30, 2023, unless terminated earlier by the Subrecipient or County.
7. **Termination.** Either party may terminate this Agreement for any reason by giving sixty (60) calendar days written notice.
8. **Integration and Modification.** This Agreement and its attachments constitute the entire understanding of the Parties concerning the subject matter hereof. Any changes, modifications, or amendments to this Agreement are not enforceable unless consented to in writing by the Parties and executed formally by the Parties through their authorized representatives.
9. **Governing Law.** This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed according to the laws of the State of Nevada. The Parties consent to the jurisdiction of the Nevada district courts in Clark County, Nevada for enforcement of this Agreement.
10. **Notices.** All notices permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, overnight delivery, or via U.S. certified mail. Notice delivered in person shall be deemed given when received by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Party, or their designee, at the addresses set out below:

For County:

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

For Subrecipient:
Spencer Lewis, Fire Captain
Mesquite Fire and Rescue
3 John Deere Drive
Mesquite, NV 89027

11. **Negligent Acts.** Subrecipient shall be responsible for the negligent acts of its employees, officers and agents/vendors in the administration of this Agreement.
12. **Audit.** The Subrecipient 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.
13. **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.
14. **No Joint Venture.** Nothing herein shall be construed to create an employer/employee relationship.
15. **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.
16. **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.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the date of the signature of the authorized representative last affixed to this Agreement.

CLARK COUNTY

ATTEST:

By: _____
James B. Gibson, Chair
Clark County Commission

By: _____
Lynn Marie Goya, County Clerk

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Tim Baldwin, Deputy District Attorney

Date: 7/8/2021

CITY OF MESQUITE

ATTEST:

By: _____
Allan Litman, Mayor

By: _____
Tracy Beck, City Clerk

Date: 6-21-22

Date: 6-21-22

APPROVED AS TO FORM:

By: _____
Jayson Andrus, Fire Chief

By: _____
Bryan Pack, Interim City Attorney

Date: 6-13-22

Date: 6-21-22

Exhibit "A"

**EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
MESQUITE FIRE AND RESCUE
FY23 UNITED WE STAND GRANT**

Mesquite Fire and Rescue:

Atmospheric Monitors and Calibration Equipment \$ 14,200.00

Total Requesting \$ 14,200.00

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:

- January 15** - (for reporting period October 1 to December 31)
- April 15** - (for reporting period January 1 to March 30)
- July 15** - (for reporting period April 1 to June 30)
- October 15** - (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.

Signature below indicates knowledge of and willingness to comply with this Agreement's requirements.

GOVERNMENTAL UNIT (I.E., COUNTY COMMISSION, COUNTY MANAGER)

NAME: JAMES B GIBSON

TITLE: CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

SIGNATURE: _____

DATE: _____

EMERGENCY MANAGEMENT DEPUTY FIRE CHIEF:

NAME: BILLY SAMUELS

TITLE: LEPC CHAIR

SIGNATURE: 

DATE: 7/11/2022

Please return a copy of the signed assurances along with the Agreement to:

Clark County Emergency Management & Homeland Security
Attn: Pamela Hatty
575 E. Flamingo Road
Las Vegas, NV 89119



RESOLUTION R22-022
Interlocal Agreement between Clark County
and Mesquite Fire and Rescue

WHEREAS, the County has entered into a grant agreement with the State of Nevada, Department of Public Safety for participation in the Fiscal Year 2023 State Emergency Response Commission (SERC) United We Stand (UWS) grant funds; and

WHEREAS, the Local Emergency Planning Committee (LEPC) allocated the UWS grant funds to subrecipients; and

WHEREAS, the Subrecipient located at 3 John Deere Drive, Mesquite, NV 89027 will purchase atmospheric monitors and calibration equipment with the grant funds allocated by the LEPC; and

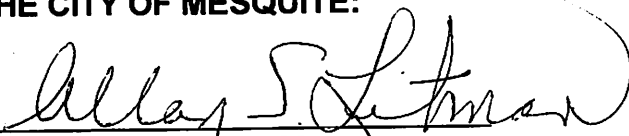
WHEREAS, the 2023 UWS grant funds will reimburse the subrecipient for equipment as listed in Exhibit A, Expenditures Eligible for Reimbursement; and

WHEREAS, NRS 277.180 permits one or more public agencies to contract with any one or more public agencies to perform any governmental service, activity, or undertaking that any of the public agencies entering into the contract is authorized to perform by law.

NOW THEREFORE, IT IS HEREBY RESOLVED, by the Mayor and City Council of the City of Mesquite that the Interlocal Agreement between Clark County, Nevada and the City of Mesquite is hereby adopted.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Mesquite on the 28th day of June 2022.

THE CITY OF MESQUITE:


Allan S. Litman Mayor

ATTEST:


Tracy E. Beck, City Clerk

APPROVED AS TO FORM:


Bryan Pack, City Attorney