

INTERLOCAL AGREEMENT TO GRANT FUNDS TO  
CITY OF MESQUITE  
FOR MESQUITE RECREATION CENTER

WHEREAS, the CITY OF MESQUITE ("Recipient"), 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 (the "Program") located at 100 West Old Mill Road in Mesquite, Nevada, 89027; and

WHEREAS, pursuant to NRS 277.180, the Board of County Commissioners may contract with any one or more 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 Recipient and Clark County are authorized by law to provide the Program; and

WHEREAS, Recipient has requested financial assistance from the 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 Clark County residents are utilizing the facilities and services provided by the Recipient; and

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

NOW, THEREFORE, BE IT AGREED by the Board of County Commissioners of Clark County, Nevada, and the City Council for the City of Mesquite, that County funds be granted to Recipient for the Program, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide THIRTY-FIVE THOUSAND AND NO/100<sup>TH</sup> DOLLARS (\$35,000) in Fiscal Year 2021/2022 County Outside Agency Grant funds (the "Funds") to Recipient to assist with the cost of operating the Mesquite Recreation Center in the City of Mesquite during the period from July 1, 2021, through June 30, 2022, as outlined in Exhibit "A", "Expenditures Eligible for Reimbursement".

B. Recipient will provide all services, including personnel and materials, to operate and manage the Program in accordance with Exhibit "B", "Scope of Services", attached hereto and

incorporated herein as if fully set forth. Changes in the Scope of Services, as described in Exhibit "B", must receive prior written approval of the County.

C. Recipient will provide client usage records to the Social Service Department of the County on a quarterly basis during the fiscal year beginning July 1, 2021, and ending June 30, 2022. These reports will contain, but are not limited to, the information contained in Exhibit "C", "Quarterly Progress Report", to Clark County, including any narrative report to delineate the benefit realized by the County for Program support.

## II. General Conditions

A. Recipient will obtain any and all federal, state, and local permits and licenses required to execute the Program, and will keep and maintain in effect at all times any and all licenses, permits, notices, and certifications which may be required by any City or County ordinance or state or federal statute.

B. The County will require Recipient to be bound by all City and County ordinances and state and federal statutes as required.

C. Recipient has requested the financial support of the County to enable Recipient to provide the services contemplated herein. The County shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided in this Interlocal Agreement. To the extent, if at all, that any relationship to such services on the part of the County may be claimed or found to exist, Recipient shall be an independent contractor only.

Nothing in this Interlocal Agreement is intended to appoint Recipient as an agent of the County. The Board of County Commissioners has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing Recipient an agent of the County.

D. Recipient may not assign or delegate any of its rights, interests, or duties under this Interlocal Agreement without the written consent of the County. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, result in the forfeiture of all financial support provided herein.

E. (1) If Recipient uses a vehicle in providing its services, Recipient shall carry or provide Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with minimum coverages as follows:

Bodily Injuries:	\$1,000,000 each person; \$1,000,000 each occurrence;
Property Damage:	\$1,000,000 each person; \$1,000,000 each occurrence; and

(2) Recipient shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Program.

(3) Recipient shall furnish to the County a copy of each policy for the aforementioned insurance coverages within ten days after adoption of this Interlocal Agreement and shall notify the County at least ten days prior to the date on which any cancellation or material change of any such coverage is to become effective. The County shall be named as an additional insured party in all policies of insurance obtained pursuant to this Interlocal Agreement. The County shall be furnished a copy of each policy within thirty days of its implementation, renewal, or change thereto.

F. Recipient shall allow duly authorized representatives of the County or independent auditors contracted by the County, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

- (1) Whether the objectives of the Program are being achieved;
- (2) Whether the Program is being operated in an efficient and effective manner;
- (3) Whether management control systems and internal procedures have been established to meet the objectives of the Program;
- (4) Whether the financial operations of the Program are being conducted properly;
- (5) Whether the periodic reports to the County contain accurate and reliable information; and
- (6) Whether all of the activities of the Program are conducted in compliance with the provisions of state and federal laws and regulations and this Interlocal Agreement.

Visits by the County, independent auditors contracted by the County, shall be announced to Recipient in advance of those visits, and shall occur during normal operating hours. Such persons may request and, if such a request is made, shall be granted, access to all books, documents, papers, and records of Recipient which relate to the Program. Such persons may interview recipients of the services of the Program.

G. Subject to the limitations of NRS Chapter 41, Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Interlocal Agreement. Recipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the County in the defense of handling of said suits, demands, judgments, liens, and claims and all reasonable attorneys' fees and investigation expenses incurred by the County in enforcing or obtaining compliance with the

provisions of this Interlocal Agreement. In the event that the County incurs any expenses in this regard, it shall have a right to charge said expenses made in good faith to Recipient. An itemized statement of expenses shall be prima facie evidence of the fact and extent of the liability of Recipient.

H. Recipient will not use any funds or resources which are supplied by the County in litigation against any persons, natural or otherwise, or in its own defense in any such litigation and will notify the County of any legal action which is filed by or against it.

I. To the extent permitted by law, Recipient shall not institute any action or suit at law or in equity against County, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for equitable relief, damages, costs, loss of services, expenses, or compensation for or on account of any damage, loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past, present or future, arising out of, in any way, the terms of this Interlocal Agreement.

J. No officer, agent, consultant, or employee of Recipient may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

K. No officer, agent, consultant, or employee of Recipient may use his or her position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest, or any other person.

L. No officer, agent, consultant, or employee of Recipient may participate as an agent of Recipient in the negotiation or execution of any contract between Recipient and any private business in which he or she has a financial interest.

M. No officer, agent, consultant, or employee of Recipient may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

N. No officer, agent, consultant, employee, or elected or appointed official of the County, or Recipient, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year thereafter, for any of the work to be performed pursuant to the Program.

O. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 of Title 5, U.S. Code, as applicable.

P. None of the Funds to be paid under this Interlocal Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

### III. Financial Management

A. Recipient shall record all costs of the Program by budget line items which shall be supported by adequate source documentation, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all costs. At any time during normal business hours, Recipient's financial transactions with respect to the Program may be audited by the County or independent auditors contracted by the County, or any combination thereof. Recipient will provide a copy of its most recent audit or financial statements to CRM. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

B. Copies, excerpts, or transcripts of all books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County.

C. The County will reimburse Recipient for all eligible costs of the Program up to the total amount of the Funds. Requests for reimbursement/invoices must be submitted monthly unless written approval is obtained by the assigned Grants Coordinator. Invoices must contain the Reimbursement Checklist, Transmittal Invoice with no more than three and less than nine digit unique alpha-numeric invoice number, budget spreadsheet outlining all requested reimbursement amounts and funds remaining, a Transaction Detail by Account/General Ledger/statement and Payroll Ledger listing the items that are cleared, source documentation to include detailed receipts to include date and method of payment, invoice pages listing the amount requested, and signed timesheets, to support expenses will be submitted by Recipient. Cancelled checks and/or complete bank statements may be submitted in lieu of General Ledger. Expenditures will be reviewed for consistency with the approved budget and scope of services. Approved invoices will be paid in a timely manner and may take up to 30 days to process. Recipient shall pay all costs of the Program which exceed the total amount of the Funds provided by the County under this Resolution. Recipient must submit all requests for reimbursement/invoices as a single uploaded PDF in their ZoomGrants.com account. Information on how to submit requests for invoices will be provided upon resolution approval.

D. Expenditures eligible for reimbursement from the Funds are delineated in Exhibit "A". Recipient shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County. Any request to change line item expenditures in Exhibit "A" must be submitted on agency letterhead detailing the requested changes by line item for County Management's approval.

E. Expenditures submitted for reimbursement by Recipient to the County from the Funds will be accounted for in a ledger separate from all other revenue sources.

F. In the event that the County finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Resolution, the County

reserves the right to extract that portion for other projects and programs under the County's jurisdiction.

G. Upon the expiration or revocation of this Resolution, Recipient shall transfer to the County any Funds on hand at the time of expiration or revocation, and any accounts receivable attributable to the use of the Funds.

H. No cash reimbursement for purchases of any kind is allowable.

IV. Expiration, Modification or Revocation of Interlocal Agreement

A. This Interlocal Agreement will commence upon its approval and signature by all parties and shall be completed by June 30, 2022. The assigned Grants Coordinator will provide the date in which final requests for reimbursement may be submitted. A time extension of up to six months, may be authorized by the Assistant Director of Social Service, or their designated representative, if additional time is necessary to complete the Program and the extension of time will not jeopardize any other activity, project or funding source of the County.

B. The parties hereto will be required to amend or otherwise revise this Interlocal Agreement should such modification be required by any applicable state or federal statutes or regulations.

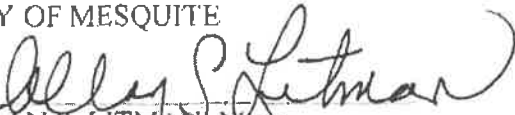
C. Recipient may not assign or delegate any of its rights, interests, or duties under this Interlocal Agreement without written approval from the County. Any such assignment or delegation made without the required consent shall be void and may, at the option of the County, result in the forfeiture of all financial support provided herein.

D. If Recipient fails to fulfill in a timely and proper manner its obligations under this Interlocal Agreement, or if Recipient violates any of the conditions or limitations of this Interlocal Agreement, the County may suspend or revoke this Interlocal Agreement, and may terminate its participation in the Program at any time for convenience.

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PASSED, ADOPTED, and APPROVED this 24<sup>th</sup> day of August, 2021.

CITY OF MESQUITE

By   
ALLAN S. LITMAN, Mayor

ATTEST:

By:   
TRACY E. BECK, City Clerk

APPROVED AS TO FORM

By   
ADAM ANDERSON, Interim City Attorney

PASSED, ADOPTED, and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

COUNTY OF CLARK

By \_\_\_\_\_  
MARILYN KIRKPATRICK, CHAIR  
Board of County Commissioners

ATTEST:

By: \_\_\_\_\_  
LYNN GOYA, COUNTY CLERK

APPROVED AS TO FORM

STEVEN B. WOLFSON  
DISTRICT ATTORNEY

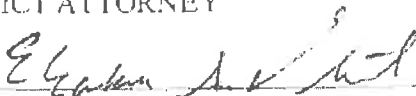
By:   
Deputy District Attorney

EXHIBIT "A"  
EXPENDITURES ELIGIBLE FOR REIMBURSEMENT  
CITY OF MESQUITE  
MESQUITE RECREATION CENTER  
Fiscal Year 2021/2022 County Outside Agency Grant Funds

The following items may be paid with the Clark County General Funds, not to exceed \$35,000:

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



EXHIBIT "B"  
CITY OF MESQUITE  
MESQUITE RECREATION CENTER  
SCOPE OF SERVICES  
Program Year 2021/2022

1. Clark County will provide THIRTY-FIVE THOUSAND AND NO/100<sup>TH</sup> DOLLARS (\$35,000) in Fiscal Year 2021/2022 County Outside Agency Grant funds (the "Funds") to CITY OF MESQUITE ("Recipient") to assist with the cost of recreational and fitness program services provided through the MESQUITE RECREATION CENTER (the "Program").
2. During the fiscal year ending June 30, 2021, Recipient will provide outstanding parks, recreation, youth, and cultural services to Clark County residents at the same rate as Mesquite residents.
3. Specifically, the objectives of the Program in this fiscal year will 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 rec center maintenance to provide healthy activities and programs.
4. Recipient will provide to Clark County written notice of any program changes during the fiscal year for which County funds are allocated under the provisions of this Interlocal Agreement.
5. Recipient shall not require non-City residents to pay for fees for services higher than those charged to City residents for the terms of the Agreement.
6. Recipient shall give priority attention to referrals for service for County-identified clients.

**EXHIBIT "C"**  
**QUARTERLY PROGRESS REPORT TO CLARK COUNTY**

Reflecting Months:          Year:

Agency: CITY OF MESQUITE

Program: MESQUITE RECREATION CENTER

**PROGRESS TOWARDS ACHIEVING OBJECTIVES:**

<b>OBJECTIVE</b>	<b>THIS QUARTER</b>	<b>YEAR TO DATE</b>
Recreation programming for youth/pre-school to support a healthier population/education system to transition into elementary education	Total # served  Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served
Park and Field scheduling to provide social and mental connection for the community	Total # served  Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served
Special events and cultural activities to improve quality of life and community pride for Mesquite and Bunkerville residents	Total # served  Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served

Park, athletics venue and rec center maintenance to provide healthy activities and programs	Total # served  Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served
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**NARRATIVE REPORT:** (login to ZoomGrants at <https://www.zoomgrants.com/login> to upload report as part of your Quarterly reports due: 10/10/2021; 01/10/2022; 04/10/2022; and 07/10/2022.)

Information on how to submit the Performance Measurement Quarterly Report can be found at <https://www.youtube.com/watch?v=JP6lkJ-YsJ8&feature=youtu.be> for a quick detailed tutorial or you can email [Questions@ZoomGrants.com](mailto:Questions@ZoomGrants.com) for assistance.



## **RESOLUTION R21-046**

### **OUTSIDE AGENCY GRANT (OAG) FUNDS TO THE CITY OF MESQUITE FOR MESQUITE RECREATION CENTER FISCAL YEAR 2021-2022**

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

**WHEREAS**, pursuant to NRS 277.180, the Board of County Commissioners may contract with any one or more 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 Recipient and Clark County are authorized by law to provide the Program; and

**WHEREAS**, Recipient has requested financial assistance from the County to assist with the cost of operations for the Program, administered primarily at 100 West Old Mill Road, Nevada, 89027; and

**WHEREAS**, an increasing number of Bunkerville residents and other rural Clark County residents are utilizing the facilities and services provided by the Recipient; and

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

**NOW, THEREFORE, BE IT AGREED** by the Board of County Commissioners of Clark County, Nevada, and the City Council for the City of Mesquite, those County funds be granted to Recipient for the Program.

**FURTHERMORE**, the County will provide THIRTY-FIVE THOUSAND and NO/100<sup>th</sup> DOLLARS (\$35,000) to the Mesquite Recreation Center during the period of July 1, 2021 through June 30, 2022.

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Mesquite, Nevada on the 24<sup>th</sup> of August, 2021.

CITY OF MESQUITE:

By: Ally S. Litman  
Allan S. Litman, Mayor

ATTEST:

By: Tracy E. Beck  
Tracy E. Beck, City Clerk

APPROVED AS TO FORM:

By: Adam K. Anderson  
Adam K. Anderson,  
Interim City Attorney