

**INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY FIRE DEPARTMENT AND
THE CITY OF MESQUITE**

WHEREAS, Clark County, Nevada (the "County"), has entered into a grant agreement with State of Nevada, Department of Public Safety for participation in the FY 2015 Urban Area Security Initiative(UASI) Grant funds; and

WHEREAS, the City of Mesquite (the "Subrecipient"), located at 10 East Mesquite Blvd, Mesquite, Nv 89027 will receive a LifeSize Icon Video Conference System.

WHEREAS, the 2015 Urban Area Security Initiative (UASI) grant funds will purchase items listed in Exhibit "A", "Expenditures to be transferred to Subrecipient."; 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 and related regulations, the parties hereto agree as follows:

- 1. The County, though its Office of Emergency Management and Homeland Security, ("OEMHS") shall purchase and transfer the assets to Subrecipient purchased price of SIX THOUSAND AND TWENTY NINE DOLLARS (\$6,029.00) from fiscal year 2015 funds from the Urban Area Security Initiative (UASI) Grant Funds.**
- 2. Subrecipient will provide OEMHS with documentation supporting of transfer of this asset, and will provide any additional documentation requested by OEMHS that may be required in the administration of the grant funds.**
- 3. Regardless of any termination of this agreement, Subrecipient shall comply with all Federal laws and regulations associated with the assets purchased with the grant funds transferred to the Subrecipient for project identified in this Contract. See Exhibit "B" for State and Federal Assurances required under this Contract.**
- 4. It is specifically understood and agreed by Subrecipient that the County shall not be obligated to transfer these purchased assests to Subrecipient hereunder and hereafter in the event that such Federal funds for any reason are terminated or withheld from the County or are otherwise not forthcoming, and in such event, County may terminate this Contract.**
- 5. This Contract shall take effect on the date of execution by both parties and shall continue in force and effect until terminated as delineated below:**
 - a. This Contract shall be completed by December 31, 2016 and shall be deemed terminated on December 31, 2016.**
 - b. May be terminated by any party, for any reason with written notice of at least 60 days.**

c. In accordance with Section 5 above.

- 6. This Contract and its attachments constitute the entire understanding of the parties concerning the subject matter hereof. This contract may be amended solely by means of written agreement signed by both parties.**
- 7. Subrecipient shall agree to provide evidence of financial accountability. A copy of subrecipient's most recent single audit report (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 must be submitted to Clark County. Letters should be addressed to: Karen Taylor, Administrative Specialist, and Clark County Office of Emergency Management & Homeland Security. The Subrecipient shall allow Clark County Office of Emergency Management and Homeland Security to monitor annually all activities relating to this funding to maintain compliance to all federal OMB requirements and state grant guidance.**
- 8. The County has purchased a one year maintenance agreement and one year Cloud subscription for this equipment. After that year the Subrecipient shall be responsible for the maintenance and the Cloud subscription for this equipment.**

ENTERED INTO this _____ day of _____, 2016.

ATTEST:

CLARK COUNTY

By: Lynn Marie Goya
Lynn Marie Goya, County Clerk

By: Steve Sisolak
Steve Sisolak, Chair
Board of County Commissioners

Date: 6/21/16

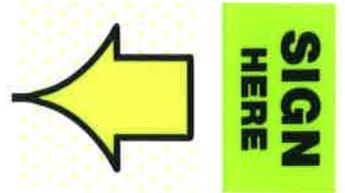
Date: 6/21/16

APPROVED AS TO FORM:

By: Carolyn Campbell
Carolyn Campbell, Deputy District Attorney

Date: 7/11/16

CITY OF MESQUITE



By: _____
Tracy Beck,
City Clerk

By: _____
Allan Litman, Mayor

Date: _____

Date: _____

Exhibit "A"

**ASSETS TO BE TRANSFERRED TO CITY OF MESQUITE
FROM THE FY15 URBAN AREA SECURITY INITIATIVE GRANT
CFDA#97.067**

City of Mesquite Fire and Rescue:

LifeSize Icon 600 Video Conference System with fully Integrated HD audio Conference Phone with touch screen second Generation, 10X Zoom PTZ Camera	\$4,694.00
NEC 42" LED Display ML #E425	\$ 535.00
Lifesize Partner Assurance Maintenance Agreement One year	\$ 450.00
Installation Services	\$ 350.00
Total	\$ 6,029.00

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 contract 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 2 C.F.R 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 the interlocal contract. 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 Homeland Security Commission under the grant application process. Any change in the project, needs to be submitted to Clark County OEMHS for submission to Homeland Security Grant Commission 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 interlocal contract.
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 DEM 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 interlocal contract 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 any and all claims, causes of action or liability arising from the performance of this agreement by subgrantee or its agents or employees.

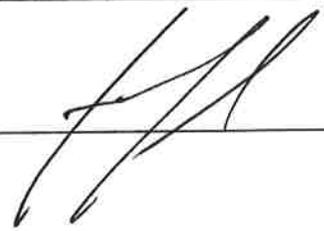
- 24. The applicant and its contractors will comply with the nondiscrimination requirements of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the American Disabilities Act of 1992.
- 25. 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 interlocal contract requirements.

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

NAME: STEVE SISOLAK

TITLE: CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

DATE: 6/21/16

EMERGENCY MANAGEMENT DEPUTY FIRE CHIEF:

NAME: JOHN STEINBECK

TITLE: DEPUTY FIRE CHIEF

SIGNATURE: 

DATE: 7-8-16

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

Clark County Emergency Management & Homeland Security
Attn: Karen Taylor
575 E. Flamingo Rd,
Las Vegas, NV 89119