

INTERLOCAL AGREEMENT TO PROVIDE FUNDS TO
THE CITY OF NORTH LAS VEGAS FOR SILVER MESA RECREATION CENTER
SENIOR PROGRAM EXPANSION

WHEREAS, the CITY OF NORTH LAS VEGAS ("Recipient"), is a public agency, which seeks funds for the Senior Program Expansion of the Silver Mesa Recreation Center located at 4025 Allen Lane, North Las Vegas, NV 89032 (the "Project"); and

WHEREAS, pursuant to NRS 277.180, any one or more public agencies may 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 of North Las Vegas seeks to provide senior participants with the new modular facility that provides additional recreational, educational, and cultural activities and services to the community; and

WHEREAS, the County's Parks and Recreation Department provides additional recreational, educational, and cultural activities for seniors; and

WHEREAS, the Project will directly supplement the aforementioned program of the County Departments of Parks and Recreation; and

WHEREAS, Recipient has requested financial assistance from Clark County (the "County") to assist with the cost of operations for the Program, administered primarily at 4025 Allen Lane, North Las Vegas, NV 89032; 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 North Las Vegas, that County funds be provided to Recipient for the Project, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide a maximum of ONE HUNDRED AND TWENTY-FIVE THOUSAND AND NO/100TH DOLLARS (\$125,000) in Fiscal Year 2017/2018 County funds (the "Funds") to Recipient for the Senior Program Expansion located at 4025 Allen Lane in North Las Vegas for Fiscal Year 2017/2018, as outlined in Exhibit "A", "Expenditures Eligible for Reimbursement", attached hereto and incorporated herein as if fully set forth.

B. Recipient will provide program services to clients in accordance with Exhibit "B", "Scope of Services", attached hereto and incorporated herein as if fully set forth.

II. General Conditions

A. Recipient will obtain any and all federal, state, and local permits and licenses required to execute the Project, 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 Project except the provision of financial support and the receipt of such reports as are provided for in this 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 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 to the County.

D. Recipient may not assign or delegate any of its rights, interests or duties under this 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. Recipient shall allow duly authorized representatives of the County, or independent auditors contracted by the County, to conduct such reviews, audits, and on-site monitoring of the Project as the reviewing entity deems to be appropriate in order to determine:

- (1) Whether objectives of the Project are being achieved;
- (2) Whether the Project is being conducted in an effective manner;
- (3) Whether management control systems and internal procedures have been established to meet the objectives of the Project;
- (4) Whether the financial operations of the Project 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 Project are conducted in compliance with the provisions of state and federal laws and regulations and this Agreement.

Visits by the County, or independent auditors contracted by the County, shall be announced to Recipient at least one business day 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 of the records of Recipient which relate to the Project.

F. Subject to NRS, Chapter 41, Recipient shall protect, defend, indemnify, and save harmless the County from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution or indemnification, or both, for injuries to or death of any person caused by the tortious conduct of Recipient's employees and agents.

G. Recipient will not use any funds or resources which are supplied by the County in litigation against any person, 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.

H. 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 to improperly influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

I. 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 household, any business entity in which he has a financial interest or any other person.

J. 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.

K. 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.

L. 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 Project.

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

N. This Agreement is made for the benefit of the parties hereto, and to no other person or entity.

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. In addition, the recipient must provide a copy of the most recent audit 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 of the 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. 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 Agreement, the County reserves the right to extract that portion for other projects and programs under the County's administration.

IV. Expiration, Modification, or Revocation of Agreement

A. This Agreement will commence upon its approval and signature by all parties and performance shall be completed by June 30, 2018. A time extension of up to 6-months may be authorized by the Manager of CRM, or his 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 sources of the County.

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

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

IN WITNESS WHEREOF, the Parties have set their hands the day and year last written below.

CITY OF NORTH LAS VEGAS

CLARK COUNTY

John J. Lee, Mayor

Steve Sisolak, Chairman

ATTEST:


ATTEST:

Catherine A. Raynor, MMC, City Clerk

Lynn Goya, County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

 8/30/17
Micaela C. Rustia Moore, Date
City Attorney

Steven Sweikert, Date
Deputy District Attorney

EXHIBIT "A"

EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

CITY OF NORTH LAS VEGAS SILVER MESA RECREATION CENTER

SENIOR PROGRAM EXPANSION

Fiscal Year 2017/2018 County Outside Agency Grant Funds

The following items may be paid with the Clark County General Funds, not to exceed \$125,000:

Direct Assistance on Behalf of Participants

Furniture/Fixtures and Equipment for client/participant space	<u>\$125,000</u>
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TOTAL	<u>\$125,000</u>
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EXHIBIT "B"

CITY OF NORTH LAS VEGAS SILVER MESA RECREATION CENTER

SENIOR PROGRAM EXPANSION

SCOPE OF SERVICES

Program Year 2017/2018

1. Clark County will provide ONE HUNDRED AND TWENTY-FIVE THOUSAND AND NO/100TH DOLLARS (\$125,000) in Fiscal Year 2017/2018 County Outside Agency Grant funds (the "Funds") to the CITY OF NORTH LAS VEGAS SILVER MESA RECREATION CENTER ("Recipient") will benefit senior participants with the new modular facility that provides additional services to the community, associated with its SENIOR PROGRAM EXPANSION (the "Program").
2. Specifically, the objectives of the Program in this fiscal year will be to:
 - Serve 200 more seniors through the expanded programming activities.
3. Recipient shall 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 Interlocal Agreement for a period of two (2) years.
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 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 NORTH LAS VEGAS SILVER MESA RECREATION CENTER

Program: SENIOR PROGRAM EXPANSION

PROGRESS TOWARDS ACHIEVING OBJECTIVES:

OBJECTIVE	THIS QUARTER	YEAR TO DATE
Serve 200 more seniors through the expanded programming activities	Total # of Unduplicated Served	

NARRATIVE REPORT: (please use additional pages as necessary)

Describe any problems and/or changes implemented during the operating year:

Describe any progress made to build collaborations or facilitate cooperation among and between agencies and persons serving this population:

Please list any Technical Assistance subject matters that would improve your agency's or the community's ability to better serve this target population: