

## INTERLOCAL CONTRACT FOR REIMBURSEMENT OF HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT FUNDS

This contract is made and entered into this 27 day of November 2006 between the LAS VEGAS METROPOLITAN POLICE DEPARTMENT (hereinafter referred to as "LVMPD") and WASHOE COUNTY, ON BEHALF OF THE WASHOE COUNTY SHERIFF'S OFFICE (hereinafter referred to as "WCSO"), for the purpose of reimbursing financial expenditures related to participation in a Nevada HIDTA Initiative.

### WITNESSETH:

WHEREAS, NRS 277.180 authorizes public agencies to 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;

WHEREAS, the LVMPD has received grant funds from the Office of National Drug Control Policy (hereinafter referred to as "ONDCP") to support Nevada HIDTA initiatives in counter drug and violent crime investigations;

WHEREAS, ONDCP allows for the LVMPD to use grant funds to reimburse authorized expenses from Nevada law enforcement agencies participating in Nevada HIDTA initiatives;

WHEREAS, the WCSO is a designated participant in the Nevada HIDTA and has law enforcement personnel assigned to Nevada HIDTA initiatives;

NOW, THEREFORE, in consideration of mutual covenants and agreements herein contained, the parties agree as follows:

### **I. WCSO RESPONSIBILITIES**

WCSO shall:

- A. Provide law enforcement personnel in support of HIDTA initiatives to conduct counter drug and violent crime investigations;
- B. Comply with the ONDCP Program Policy and Budget Guidance. WCSO specifically shall ensure that all overtime payments to its officers conform to Section 6 of the ONDCP Program Policy and Budget Guidance and that no expenses listed as "Prohibited Use of HIDTA Funds" under Section 6 are submitted for reimbursement;
- C. Report Nevada HIDTA initiative outcomes related to counter drug and violent crime investigations to the Nevada HIDTA Investigative Support Center as requested by LVMPD;
- D. Submit requests for reimbursement with supporting documentation showing the amounts paid for overtime and other expenses eligible for reimbursement and that the amounts paid were related to Nevada HIDTA investigations. Supporting documentation shall include payroll records, copies of receipts, billings and invoices as applicable and such other records as LVMPD may require.

- E. Requests for reimbursement and all supporting documentation shall be submitted within thirty (30) days of the expenditure to the HIDTA Initiative Manager in charge of the initiative for which the expenses were incurred.

## **II. LVMPD RESPONSIBILITIES**

LVMPD shall:

- A. Reimburse WCSO for expenses related to Nevada HIDTA initiative investigations, such reimbursement must first be approved by the Nevada HIDTA Initiative Manager in which WCSO participates;
- B. LVMPD shall not reimburse expenses listed as "Prohibited Use of HIDTA Funds" in Section 6 of the ONDCP Program Policy and Budget Guidance.

## **III. NO INTENT TO BENEFIT THIRD PARTIES**

The parties do not intend to benefit any person not named as a party to this contract, to assume any duty to inspect, to provide for the safety of any person, or to assume any duty beyond that imposed by general law.

## **IV. RESPONSIBILITY FOR ACTS AND OMISSIONS**

Each party shall be responsible for the acts and omissions of its officers, agents and employees in accordance with the laws of the State of Nevada. Each party intends to assert all immunities and defenses available to it under the law and nothing contained herein shall be construed as a waiver of any such defenses and immunities.

## **V. CONTRACT PERIOD**

This contract shall be effective upon approval by both parties and shall continue as long as ONDCP grant funding is available, unless terminated as set forth as Section VI, "TERMINATION", or Section VIII, "FISCAL FUNDING".

## **VI. TERMINATION**

Either party may terminate this Contract by giving the other party sixty (60) calendar day's written notice. In no event shall the liability of the Las Vegas Metropolitan Police Department exceed the amount of grant funding for the Nevada HIDTA initiative in which the WCSO is participating.

## **VII. MODIFICATION OR AMENDMENT**

This Contract may not be modified or amended except by express written agreement, duly authorized and executed by both parties.

### **VIII. FISCAL FUNDING**

The LVMPD reasonably believes that sufficient funds can be obtained to make all payments during the term of this Contract. If the LVMPD does not allocate funds to continue the functions performed by WCSO under this contract, this Contract shall terminate when appropriated funds expire.

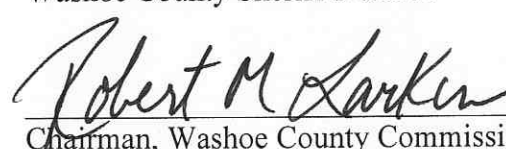
IN WITNESS WHEREOF, the parties have caused this contract to be executed the day and year first above written.

**LVMPD:**

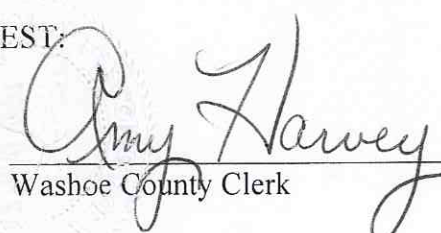
By:   
Bill Young, Sheriff  
Las Vegas Metropolitan Police Department

**WCSO:**

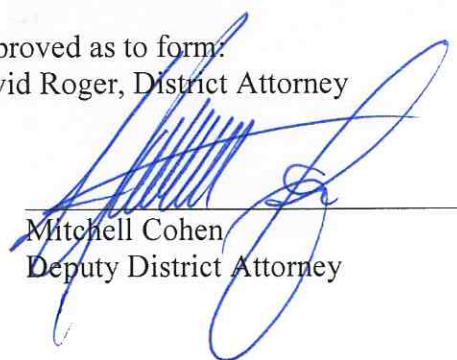
Board of County Commissioners on Behalf of  
Washoe County Sheriff's Office

By:  11/13/06  
Chairman, Washoe County Commission

**ATTEST:**

By:   
Washoe County Clerk

Approved as to form:  
David Roger, District Attorney

By:   
Mitchell Cohen  
Deputy District Attorney