

CBE NO. 607043-24

INTERLOCAL AGREEMENT FOR SPECIALTY COURT PROGRAM

This INTERLOCAL AGREEMENT hereinafter referred to as "AGREEMENT" is entered into on this _____ day of _____, 2024 by and between CLARK COUNTY, Nevada, hereinafter referred to as "COUNTY" and CITY OF LAS VEGAS MUNICIPAL COURT, hereinafter referred to as "AGENCY" for Specialty Court Program.

WITNESSETH:

WHEREAS, NRS 277.180 authorizes public agencies to 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;

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I: SCOPE OF WORK

AGREEMENT sets forth:

AGENCY proposes to provide a judicially supervised program which reduces crime by promoting defendants' recovery from the substance use or mental health disorders which contributed to their criminal behavior, through its Specialty Court Program, hereinafter referred to as "PROGRAM".

PROGRAM shall use objective needs assessment data providing a full continuum of drug treatment services and recovery support services. PROGRAM shall achieve the following objectives:

Objective 1: Retention – 50% of participants will successfully complete court ordered requirements for graduation.

Objective 2: Reduction in substance use – Participants will demonstrate a 70% reduction in substance use as indicated by frequent and random drug testing.

The services and support provided by AGENCY include Case Management, Outpatient Counseling, transitional housing in sober living facilities, residential treatment, drug testing supplies, laboratory services (drug testing and confirmations), electronic monitoring client transportation and staff training.

PROGRAM shall measure defendants' recovery from the substance use or mental health disorders which contributed to their criminal behavior, by measuring program retention and graduation rates, and recidivism.

PROGRAM funds shall be used to pay for Case Management, Outpatient Counseling, transitional housing in sober living facilities, residential treatment, drug testing supplies, laboratory services (drug testing and confirmations), electronic monitoring client transportation and staff training.

AGENCY shall provide services during the AGREEMENT fiscal year 2023/2024, as outlined in Attachment 1, "Expenditures Eligible for Reimbursement".

AGENCY shall provide all services, including personnel and materials, to operate and manage the PROGRAM in accordance with Attachment 2, "Scope of Services". Changes in the Scope of Services, as described in Attachment 2, must receive prior written approval of the COUNTY.

AGENCY shall provide client usage records to Clark County Social Service Department on a quarterly basis during the fiscal year beginning October 1, 2020 and ending September 30, 2024. Only the Department of Justice may authorize an extension of the entire JAG 21GG grant beyond September 30, 2024. AGENCY agrees to provide the programmatic and fiscal reports using performance management tools (PMTs) to COUNTY by the 5th day after the last month of each calendar quarter to comply with Department of Justice grant reporting guidelines.

ARTICLE II: TERM OF AGREEMENT

The term of this AGREEMENT shall be from date of award through September 30, 2024.

Notwithstanding the foregoing provision, either party may terminate AGREEMENT, without cause, upon giving thirty (30) days written notice to the other party. In the event the Budget Act and Fiscal Fund Out provision is invoked, AGREEMENT shall expire June 30th of the current fiscal year. Termination due to the failure of COUNTY or AGENCY to appropriate monies shall not relieve the parties' obligations under AGREEMENT incurred through June 30th of the fiscal year for which monies were appropriated for their operations.

ARTICLE III: PRICE, PAYMENT, AND SUBMISSION OF INVOICE

COUNTY will reimburse AGENCY for eligible expenditures outlined in Attachment 1 – Expenditures Eligible for Reimbursement.

If COUNTY rejects an invoice as incomplete, AGENCY will be notified within thirty (30) calendar days of receipt and AGENCY will have thirty (30) days to correct the invoice and resubmit.

Invoices shall be submitted via email to: Emma Garcia, Grants Coordinator at EPG@ClarkCountyNV.gov

AGENCY must notify COUNTY in writing of any changes to AGENCY'S remit payment address or other pertinent information that may affect issuance of payment and allow thirty (30) days for the change to be processed.

COUNTY is not responsible for late payments on inaccurate invoices and/or incomplete or unsatisfactory deliverables or milestones. COUNTY does not pay late fees or charges. Final payment may be withheld until all deliverables have been submitted and accepted or final services have been rendered.

ARTICLE IV: FISCAL FUNDING OUT CLAUSE

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under AGREEMENT between the parties shall not exceed those monies appropriated and approved by COUNTY for the then current fiscal year under the Local Government Budget Act. AGREEMENT shall terminate and COUNTY'S obligations under it shall be extinguished at the end of any of COUNTY'S fiscal years in which COUNTY'S governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under AGREEMENT. COUNTY agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to AGREEMENT. In the event this section is invoked, AGREEMENT will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve COUNTY of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

ARTICLE V: AMENDMENT / ENTIRE AGREEMENT

Amendment to AGREEMENT may be made only upon mutual consent in writing, by the parties hereto and executed with the same formality attending the original. Executed AGREEMENT, together with any attachments, contains the entire agreement between COUNTY and AGENCY relating to the rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of agreement not expressly set forth in AGREEMENT are of no force or effect.

ARTICLE VI: SUBCONTRACTS

AGREEMENT is entered into to secure the services of AGENCY. Services specified in this AGREEMENT shall not be subcontracted by AGENCY without the written consent of COUNTY.

ARTICLE VII: ASSIGNMENTS

Neither party may assign or delegate all or any part of AGREEMENT without the written consent of both parties and executed with the same formality as attending this original.

ARTICLE VIII: NOTICES

Any notice required or permitted to be given hereunder shall be in writing and shall either be delivered personally to the party to whom such notice is given, or sent to it by United States registered or certified mail, postage prepaid and return receipt requested, addressed or delivered to such party at the address or addresses designated below (or such other address or addresses as may hereafter be designated by a party) by written notice to the other party:

- To COUNTY: Attention: Emma Garcia
 CRM Social Service
 2424 N. Martin Luther King Blvd. Building C
 North Las Vegas, Nevada 89032

- To AGENCY: Attention: Kris Darnall
 City of Las Vegas Municipal Court
 100 E. Clark Ave.
 Las Vegas, Nevada 89101

ARTICLE IX: POLICIES AND PROCEDURES

AGENCY agrees to abide by all quality assurance, utilization review, peer review and consultation, standardized reporting, credentialing, and policies and procedures mutually established by COUNTY and AGENCY.

ARTICLE X: INSURANCE

AGENCY agrees to maintain, at its own expense, general liability and medical malpractice insurance, through a self-funded program, on its employees and officers.

ARTICLE XI: WAIVER AND SEVERABILITY

Any waiver of a breach of any provision of AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision. In the event any provision of AGREEMENT is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature or declared null and void by any court of competent jurisdiction or is found to be in violation of State Statutes and/or regulations, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the non-compliance. The remainder of the provisions of AGREEMENT not in question shall remain in full force and effect.

ARTICLE XII: LAW OF VENUE

AGREEMENT shall be governed by the laws of the State of Nevada.

IN WITNESS WHEREOF, the parties hereto have caused AGREEMENT to be signed and intend to be legally bound thereby.

COUNTY OF CLARK:

CITY OF LAS VEGAS MUNICIPAL COURT:

BY: _____
TICK SEGERBLOM, CHAIR
Clark County Commissioners

BY: _____
CAROLYN G. GOODMAN, MAYOR

ATTEST:

ATTEST:

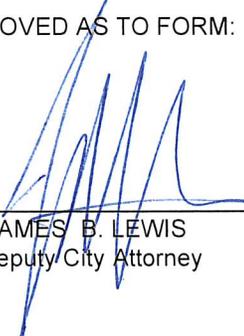
BY: _____
LYNN MARIE GOYA
County Clerk

BY: _____
LUANN D. HOLMES
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Steven Wolfson, District Attorney


BY: _____ 4/4/2024
JAMES B. LEWIS
Deputy City Attorney

BY: _____
JASON B. PATCHETT
Deputy District Attorney

ATTACHMENT 1

EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

CITY OF LAS VEGAS MUNICIPAL COURT
FOR SPECIALTY COURT PROGRAM

Fiscal Year 2023/2024 for JAG 21GG Grant Funds

The following items may be paid with the 21GG JAG Funds, not to exceed \$115,000:

Travel: Education training seminars in Washington, DC	\$ 6,300
Supplies: drug testing supplies/bus passes	\$ 11,000
Consultants/Contracts: Case Mgt, Outpatient Counseling Sober Living Facility, Residential Treatment, Laboratory Services-Drug Test Confirmations, Electronic Monitoring	\$ 94,450
Other: Recovery support materials, conference registration	<u>\$ 3,250</u>
TOTAL	<u>\$ 115,000</u>

ATTACHMENT 2

CITY OF LAS VEGAS MUNICIPAL COURT FOR SPECIALTY COURT PROGRAM

SCOPE OF SERVICES

Program Year 2023/2024

1. The Objectives of the PROGRAM shall be to:

Program Objective #1: Retention – 50% of participants will successfully complete court ordered requirements for graduation

Program Objective #2: Reduction in substance use – Participants will demonstrate a 70% reduction in substance use as indicated by frequent and random drug testing
2. AGENCY 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 AGREEMENT for a period of four (4) years.
3. AGENCY shall provide to COUNTY written notice of any PROGRAM changes during the fiscal year for which JAG 21GG funds are allocated under the provisions of this AGREEMENT.
4. AGENCY shall give priority attention to referrals for service for COUNTY-identified clients.