# INTERLOCAL AGREEMENT BETWEEN UMC AND COUNTY FOR COUNTY TO REIMBURSE UMC FOR COSTS TO CONSTRUCT A CRISIS STABILIZATION CENTER

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2025, ("Effective Date"), by and between CLARK COUNTY, a political subdivision of the State of Nevada ("COUNTY"), and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("NRS") located at 1800 W. Charleston Blvd., Las Vegas, NV 89102 ("UMC"). The COUNTY and UMC are individually a "Party", and collectively referred to as the "Parties".

#### RECITALS

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 and refers to such as an interlocal contract;

WHEREAS, the COUNTY owns APN 140-21-303-004 located at 5409 East Lake Mead Boulevard, Las Vegas, Nevada, 89156 ("Property"), and further defined in **Exhibit A**;

WHEREAS, UMC shall provide services at the Property to operate a Crisis Stabilization Center ("CSC") which is a facility that provides short-term care for people experiencing a mental health or substance use crisis; and

WHEREAS, the COUNTY has agreed to reimburse UMC for construction costs from grant funds provided by the State of Nevada for the construction of the CSC.

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter contained, the Parties mutually agree as follows:

#### <u>AGREEMENT</u>

#### SCOPE OF PROJECT

This Agreement applies to the reimbursement of funds to UMC for the purchase of capital equipment and construction of tenant improvements at the Property ("PROJECT") that will be owned by the COUNTY ("County Improvements"). The County Improvements shall be provided to UMC under this Agreement to operate a CSC under a separate written agreement.

#### II. PROJECT COSTS

The COUNTY agrees to provide reimbursement funding allocated by the State of Nevada for costs associated with the PROJECT in an amount not to exceed One Million Three Hundred Fifty-Seven Thousand Two Hundred Sixty-Four Dollars (\$1,357,264). Any additional reimbursement funding must be mutually agreed

upon by the Parties and memorialized in a separate written agreement.

#### III. GENERAL

- 1. Upon completion of the PROJECT, the Property and County Improvements shall be maintained by UMC at UMC's sole cost and expense, and no reimbursement funding is provided by this Agreement for such maintenance.
- 2. It is understood and agreed that the purpose of this Agreement is to fund the PROJECT as herein above set forth. It is further understood and agreed that UMC is responsible for the design and construction of the PROJECT. To the extent allowed by law, UMC will be responsible for the actions or inactions of its officers and employees. The COUNTY's sole responsibility is to facilitate reimbursement funding for the PROJECT.
- 3. 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 UMC: Attention: Legal Department

University Medical Center of Southern Nevada

1800 West Charleston Boulevard

Las Vegas, Nevada 89102

To COUNTY: Attn: Real Property Management/PMA

Clark County Government Center

500 South Grand Central Parkway, 4th floor

Las Vegas, Nevada 89155-1825

RealPropertyManagementPMA@ClarkCountyNV.gov

- 4. Commencing from the Effective Date, this Agreement shall terminate on June 30, 2025. Notwithstanding the foregoing provision, either Party may terminate this Agreement, without cause, upon giving thirty (30) days written notice to the other Party.
- 5. This Agreement shall be governed by the laws of the State of Nevada.
- 6. Amendment to this Agreement may be made only upon mutual consent in writing, by the Parties hereto, and executed with the same formality attending the original. This Agreement, together with any attachments, contains the entire agreement between UMC and the COUNTY 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 this Agreement not expressly set forth in this Agreement are of no force or effect.
- 7. American Rescue Plan Act ("ARPA") Funded Projects. UMC shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal

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financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by electronic mail or facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement, provided, however, the failure to deliver a manually executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

## Interlocal Agreement between UMC and County for County to reimburse UMC for costs to construct a Crisis Stabilization Center

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

**CLARK COUNTY** 

BY:
Name:
Attest
COUNTY CLERK
Approved as to Form
Deputy District Attorney
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
BY: MASON VAN HOUWELING Chief Executive Officer
DATE:

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#### **Exhibit A**

