



together**for**better

CBE NO. 607182-24

**INTERLOCAL AGREEMENT FOR COURT APPOINTED
SPECIAL ADVOCATE PROGRAM (CASA)**

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 EIGHTH JUDICIAL DISTRICT COURT OF NEVADA, hereinafter referred to as "DISTRICT COURT" for COURT APPOINTED SPECIAL ADVOCATE PROGRAM (CASA)

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 DISTRICT COURT of Nevada will utilize the Outside Agency Grant (OAG) funds to support the mission to find a CASA volunteer for every child. Currently, there are over 3,200 children in the child welfare system and we currently have approximately 450 active CASA volunteers. In order to achieve this mission, the CASA program will continue its media campaign and enhance the volunteer engagement and management efforts, which aid in the retention of volunteers. Some of these efforts include: utilizing CASA branded items for marketing, as well as volunteer incentives, new volunteer pre-service training, annual required training, volunteer recognition/retreats, peer coordinator and court monitor quarterly focus groups, CASA day/nights out, and National CASA conference attendance.

In addition, COUNTY will provide seed money to the non-profit, Champions for CASA, for their mission to promote and support the recruitment, training, recognition of, and retention of CASA Las Vegas volunteers. DISTRICT COURT signed an agreement with Champions for CASA effective July 1st of 2022. This funding is needed again to allow the new non-profit auxiliary to operate and raise funds and will be used for marketing, a portion of recruitment staff costs, and/or various recruitment activities.

It is estimated that no less than 20% of new CASA volunteers are recruited by active CASA volunteers. Each One Reach One is the program supporting the efforts of active CASA volunteer recruitment and providing CASA branded items assist in this effort. Volunteer incentives for the local CASA program include mugs, t-shirts, pens, blankets, sunshades, and many other CASA branded items. These items are also used as token of thanks for helping the program staff in different ways, e.g., interview panels, training panels, tabling events. Some of these items are used for giveaways to help raise awareness at community/recruitment events. Some of the larger CASA branded items are utilized for Volunteer Court Monitors, Volunteer Peer Coordinators, Volunteer Office Support and for volunteers recognized as CASAs of the Month.

Other volunteer management efforts include offering specialized training sessions to enhance volunteers' skills in child advocacy, legal processes, and trauma-informed care, as well as providing opportunities to attend relevant Statewide and National CASA conferences and workshops at no cost. Networking opportunities are created for volunteers to connect with professionals in the legal, social work, and child advocacy fields and events are organized for volunteers to meet and share experiences. Flexible scheduling and robust support systems, including access to legal advice and social services support, are also provided. To attend these trainings/conferences, volunteers receive stipends or reimbursements for expenses such as travel, meals, and supplies related to their work.

Volunteer recognition and retreat, include hosting an annual recognition dinner or luncheon where volunteers are formally thanked and recognized for their contributions, with awards, plaques and

certificates of appreciation presented to outstanding volunteers. CASA Night Outs and/or CASA Day Ins, offer opportunities for staff to engage with volunteers and support volunteer retention. Staff also host various types of events where CASA volunteers can fellowship with each other and with staff and/or CASA volunteers can bring their CASA children. There may be themed type events, social gatherings for holidays, summer barbecues, or other organized events to show appreciation. Occasionally, CASA volunteers with the help of staff will host a Lunch & Learn (an orientation) with a group of friends who are interested in becoming CASA volunteers. Personalized thank you notes or letters from the organization's leadership may be sent to volunteers, to show appreciation for the children they have helped. Volunteer stories are highlighted in newsletters, on the organization's website, and through social media platforms, with articles or press releases recognizing their achievements and contributions.

In June of 1980, the Court Appointed Special Advocate (CASA) Program began under the leadership of the Honorable Judge John Mendoza. In July of 1980, COUNTY approved the original funding in the DISTRICT COURT for the first CASA coordinator and administrative assistant. By December of 1980, there were approximately 40 volunteers.

There has been considerable national research on the effectiveness of CASA programs. In 1999, NRS 432B.500 was amended to read "After a petition is filed that a child is in need of protection pursuant to NRS 432B.490, the court shall appoint a guardian for the child". DISTRICT COURT Rule 5.210 sets forth the administration of this statutory requirement through a CASA program and appoints volunteer

The CASA program is in need of hundreds of additional volunteers and it is the goal of this request to continue increasing the number of CASA/GAL volunteers and enhance volunteer retention efforts, so that we meet the statutory requirement that every child has a voice for their best interests.

ARTICLE II: TERM OF AGREEMENT

Commencing from the date of execution of AGREEMENT, the term shall be from date of award through June 30, 2025

Notwithstanding the foregoing provision, either party may terminate AGREEMENT, without cause, upon giving ninety (90) 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 DISTRICT COURT 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 agrees to pay DISTRICT COURT for goods and/or services for a fee of \$400,000, based on approved budget appropriations.

If COUNTY rejects an invoice as incomplete, DISTRICT COURT 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 as follows: Clark County Nevada, ATTENTION: Finance, 500 Grand Central Parkway, 6th Floor, Las Vegas, Nevada 89155.

DISTRICT COURT must notify COUNTY in writing of any changes DISTRICT COURT 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 DISTRICT COURT 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 DISTRICT COURT. Services specified in this AGREEMENT shall not be subcontracted by DISTRICT COURT 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: FINANCE
 500 Grand Central Parkway, 6th Floor
 Las Vegas, Nevada 89155

To DISTRICT COURT: Attention: Assistant Court Administrator Finance, Chris Saccucci
 200 Lewis Avenue
 Las Vegas, Nevada 89101

ARTICLE IX: POLICIES AND PROCEDURES

DISTRICT COURT 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 DISTRICT COURT.

ARTICLE X: INSURANCE

DISTRICT COURT 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.

ARTICLE XIII: SUSPENSION AND TERMINATION

Suspension. COUNTY may suspend performance by AGENCY under this AGREEMENT up to 90 calendar days as COUNTY, at its sole discretion, may prescribe by providing written notice to AGENCY. AGENCY shall not perform further work under this AGREEMENT as of the effective date of suspension. AGENCY may not resume performance, unless and until, COUNTY issues written notice to resume performance.

Termination for Convenience. Either party has the right to terminate this AGREEMENT for convenience by giving the other party hereto thirty (30) calendar day's written notice of intent to terminate.

Termination for Cause. This AGREEMENT may be terminated for cause by either party in the event of substantial failure of the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party; but only after the other party is given not less than thirty (30) calendar days written notice of intent to terminate; and an opportunity for consultation with the terminating party prior to termination. Neither party shall be considered in default in the performance of its obligations hereunder, to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of AGENCY'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within AGENCY'S control. If after termination for cause it is determined that AGENCY has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.

Process. The rights and remedies of COUNTY and AGENCY provided in this section are in addition to any other rights and remedies provided by law or under this AGREEMENT.

1. Upon receipt by AGENCY of a suspension or termination notice, or delivery by AGENCY of a termination notice, AGENCY shall promptly discontinue all services affected (unless COUNTY'S notice directs otherwise) and deliver or otherwise make available to COUNTY, copies of all deliverables completed pursuant to the schedule set forth in Exhibit A, Scope of Work.
2. In the event this AGREEMENT is terminated by AGENCY, AGENCY acknowledges that its termination may affect COUNTY'S consideration of AGENCY for future projects.

3. In the event of termination of this AGREEMENT, AGENCY is eligible for compensation earned based on actual costs or the percentage of work completed, as fairness dictates, less all previous payments. COUNTY will pay AGENCY for work performed up to and including the date on which AGENCY discontinued or should have discontinued all services as determined by paragraph 1. No payment shall be allowed for anticipated profit on performed or unperformed services or other work. Any payment due to AGENCY may be adjusted to the extent COUNTY incurs additional costs by reason of AGENCY'S default. The final invoice for all work completed as of the date of termination, shall be received by COUNTY within sixty (60) calendar days after date of termination.
4. Upon termination, COUNTY may take over the work and prosecute the same to completion by contract with another party or otherwise.

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

COUNTY OF CLARK:

BY: _____
TICK SEGERBLOM, CHAIR
Clark County Commissioners

EIGHTH JUDICIAL DISTRICT COURT OF NEVADA:

BY: 
STEVE GRIERSON
Court Executive Officer

ATTEST:

BY: _____
LYNN MARIE GOYA
County Clerk

APPROVED AS TO FORM:
Steven Wolfson, District Attorney

BY: 
[Jason Patchett \(Jul 2, 2024 15:24 PDT\)](#)
JASON B. PATCHETT
Deputy District Attorney