

CBE NO. 606472-22

INTERLOCAL AGREEMENT FOR SPECIALTY COURT PROGRAM

This INTERLOCAL AGREEMENT herein after referred to as "AGREEMENT" is entered into on this _____ day of _____, 2023 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;

WHEREAS, Justice Assistance Grant (JAG) 0483 Federal Department of Justice (DOJ) grant's timeline is from 10/01/2019 to 09/30/2023.

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I: SCOPE OF WORK

AGREEMENT sets forth:

AGENCY will utilize JAG funding to support its Specialty Court program, 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. To be eligible for inclusion in a Specialty Court program, defendants' must have committed a misdemeanor offense in the City of Las Vegas and have a history of drug use and/or mental health problems.

The process followed by AGENCY Specialty Court Programs follows proven, evidence-based standards known as the Drug Court 10 Key Components. There are over 3,400 drug courts across the U.S., all of which utilize this basic model, which is considered an evidence-based practice.

AGENCY operates six Specialty Court programs, adhering to the nationally proven drug court model. The court's six Specialty Court programs serve the following populations:

1. Women in Need of Change (WIN) Court, which serves women who have a history of trauma and arrests related to drugs and prostitution;
2. Habitual Offenders Prevention and Education (HOPE) Court, which serves habitual, typically homeless defendants;
3. Youthful Offender (YO) Court, which serves offenders between the ages of 18 and 24, and requires a committed family member or other adult to participate in the program to support the defendant's recovery;
4. Driving Under the Influence (DUI) Court, which targets repeat DUI offenders or first time offenders with high blood alcohol levels at the time of arrest;
5. Veterans Court, which serves Veterans of all ages diagnosed with substance use and/or co-occurring mental health problems that contributed to their criminal behavior, and connects them with Veterans health and other benefits; and
6. Mental Health Court, which serves offenders with mental health disorders, connecting them to community resources for continued care and medication management. Co- occurring drug and alcohol issues are addressed in this population as well.
7. Fresh Start Program, which serves individuals experiencing homelessness and facing criminal charges, by helping them address the underlying causes of their situation, and to achieve stable employment and housing.

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

Responsibilities of COUNTY and AGENCY

1. COUNTY agrees to allocate funds to AGENCY from 2020-DJ-BX-0483 Federal JAG grant funding, to provide six Specialty Court Program services.

Expense	Amount
Travel	\$ 6,096
Supplies	\$ 6,760
Consultants/Contracts	\$ 96,298
Other (Conference Registration)	\$ 3,250
TOTAL AMOUNT not to exceed	\$ 112,404

2. AGENCY will provide services during FY-22/23, to conclude no later than September 30, 2023.
3. To receive reimbursement for program activities, AGENCY will provide all 7 Specialty Court Programs to reduce crime and recidivism and increase public safety in the identified target populations. These target populations include Habitual Offenders (HOPE Court); Veterans (Veterans Court), DUI offenders (DUI Court), individuals experiencing mental illness (Mental Health Court); women affected by trauma (WIN Court); Homeless Offenders (Fresh Start); and 18–24-year-old offenders (YO Court).
4. To provide client services, AGENCY will contract with providers of: Case Management Services; Outpatient Counseling; Residential Drug and Mental Health Treatment; Recovery Housing; Laboratory Services; and travel and training.
5. AGENCY will provide quarterly progress report of the number of offenders who have participated in the program.
6. AGENCY will provide notice to COUNTY Community Resources Management of any program changes, including, but not limited to a written justification of the scope of work and per line budget changes within 30-days for which Fiscal Year 2020 Justice Assistance Grant funds are allocated.
7. COUNTY agrees that approval of program changes including, but not limited to budget modifications, changes in the grantee authorized signing official, grantee contact, grantee mailing address, grantee name, project period, project scope, program office approvals and sole source approvals must have prior DOJ approval and amendment to the AGREEMENT must be in place before being implemented.
8. Only the Department of Justice may authorize an extension of the entire JAG 0483 grant beyond September 30, 2023.

ARTICLE II: TERM OF AGREEMENT

The term of this AGREEMENT shall be from July 1, 2022 through September 30, 2023.

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 agrees to pay AGENCY for goods and/or services provided as outlined in Article I - Scope of Work, based on approved budget appropriations.

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 the attention of: 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
 Clark County Social Services – CRM
 1600 Pinto Lane
 Las Vegas, Nevada 89106

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.

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 Article I - 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:

CITY OF LAS VEGAS MUNICIPAL COURT:

BY: _____
JAMES B. GIBSON, CHAIR
Clark County Commissioners

BY: 
CAROLYN G. GOODMAN, MAYOR

ATTEST:

ATTEST:

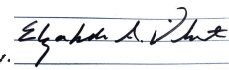
BY: _____
LYNN MARIE GOYA
County Clerk

BY: 
LUANN D. HOLMES
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Steven Wolfson, District Attorney

BY: 
ELIZABETH A. VIBERT
Deputy District Attorney

BY:  1/5/23
JOHN S. RIDILLA
Deputy City Attorney

