

**CBE NO. 606574-23**

**INTERLOCAL AGREEMENT FOR CROSS-JURISDICTIONAL EMERGENCY  
TEMPORARY PLACEMENT OF NATIVE AMERICAN CHILDREN**

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 LAS VEGAS PAIUTE TRIBE, hereinafter referred to as "LVPT" for Cross-Jurisdictional Emergency Temporary Placement of Native American Children.

**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, LVPT desires to have the services of the COUNTY to assist LVPT in preventing harm and neglect to Native American children in need of emergency, temporary placement; and

WHEREAS, the COUNTY has the expertise, qualifications, and resources necessary to assist LVPT and provide emergency, temporary placement for LVPT children on an as needed basis.

NOW, THEREFORE, the parties mutually agree as follows:

**ARTICLE I: SCOPE OF WORK**

AGREEMENT sets forth:

1. LVPT shall:
  - a. Request and allow for the safe and immediate temporary placement of LVPT children by COUNTY under exigent circumstances.
  - b. Reimburse for the cost of care for the emergency, temporary placement of LVPT children which may be in a COUNTY licensed foster home or at the COUNTY'S Child Haven Emergency Shelter.
  - c. Contact the Clark County Placement Team at 702-455-5417 to initiate the process.
  - d. Work closely with other foster care agencies or placement organizations to find a safe and suitable location and move the children from the COUNTY placement to a placement identified by and under the jurisdiction of LVPT, as expeditiously as possible, usually within 24 hours from being taken to the Child Haven Campus.
  - e. Notify the Clark County Placement Team as soon as LVPT has identified a non-emergency placement and coordinate the transfer of the child from COUNTY'S emergency, temporary placement.
2. COUNTY will:
  - a. Under emergency situations and upon request by LVPT, provide temporary placement of children under the jurisdiction of LVPT without delay and until proper placement can be located by LVPT.
  - b. Once LVPT has requested placement of a child, COUNTY will serve as a placement option only and not in a case manager capacity, unless further assistance is requested by LVPT, or exigent circumstances exist.
  - c. Provide temporary housing in a foster home or specialized foster home setting at published rate. Depending on availability, child specific special needs or at Child Haven Emergency Shelter if no foster family resource is available.

- d. Once notified by LVPT that it has identified a non-emergency placement, ensure that the child is transferred to LVPT identified placement within 24 hours, unless LVPT has communicated to COUNTY that additional time is requested by the identified placement.

## **ARTICLE II: TERM OF AGREEMENT**

Commencing from the date of execution of AGREEMENT, the initial term shall be effective until June 30, 2024. Thereafter, unless terminated pursuant to the provisions contained herein, the term of AGREEMENT will automatically renew for a one (1) year terms, through June 30, 2028.

## **ARTICLE III: PRICE, PAYMENT, AND SUBMISSION OF INVOICE**

LVPT agrees to pay COUNTY \$600 per day per child for the cost of care for the emergency, temporary placement of LVPT children, which may be in a COUNTY licensed foster home or at the COUNTY'S Child Haven Emergency Shelter.

LVPT agrees to pay the invoice within thirty (30) days of statement date.

Invoices shall be submitted as follows:

James Owens  
Tribal Police Department  
1 Paiute Drive  
Las Vegas, Nevada 89106  
[jowens@lvpaiute.com](mailto:jowens@lvpaiute.com)

## **ARTICLE IV: TERMINATION**

Either party may terminate this AGREEMENT, without cause, upon giving the other party thirty (30) days written notice. The notice period begins from the date of mailing. All notices shall be sent to the addresses in Article VIII herein.

## **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 LVPT 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: 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 VII: CONFIDENTIALITY**

COUNTY and LVPT shall adhere to all confidentiality requirements legally applicable in performing child welfare services, including but not limited to NRS 432B.280 and 290.

#### **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: Administrator  
500 South Grand Central Parkway, 5<sup>th</sup> Floor  
Las Vegas, Nevada 89155  
Email: [DFSAdminTeam@clarkcountynv.gov](mailto:DFSAdminTeam@clarkcountynv.gov)  
Phone: 702-455-5484

To LVPT:                         Attention: James Owen  
Chief of Police  
6 Paiute Drive  
Las Vegas, Nevada 89106  
Email: [jowens@lvpaiute.com](mailto:jowens@lvpaiute.com)  
Phone: 702-471-0844

#### **ARTICLE IX: POLICIES AND PROCEDURES**

LVPT 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 LVPT.

#### **ARTICLE X: INSURANCE**

LVPT 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: SOVEREIGN IMMUNITY AND LIABILITY WAIVER**

COUNTY acknowledge and agree that LVPT does not waive its sovereign immunity and enters into this AGREEMENT pursuant to its governmental authority, and nothing herein shall be deemed as such. LVPT agrees to hold COUNTY, its officers, employees, agents, and contractors harmless from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from negligence or misconduct in relation to the services defined in this AGREEMENT.

#### **ARTICLE XIV: INDEPENDENT PUBLIC AGENCIES**

COUNTY and LVPT are associated with each other only for the purposes and to the extent set forth in this AGREEMENT. Nothing contained in this AGREEMENT shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency.

#### **ARTICLE XV: NO THIRD PARTY BENEFICIARY RIGHTS**

This AGREEMENT is not intended to and shall not be construed to give any third party any interest or rights (including, without limitation, any third-party beneficiary rights) with respect to or in connection with this AGREEMENT or any of its provisions.

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

COUNTY OF CLARK:

LAS VEGAS PAIUTE TRIBE:

BY: \_\_\_\_\_  
JAMES B. GIBSON, CHAIR  
Clark County Commissioners

BY:  \_\_\_\_\_  
DERYN PETE  
Tribal Chair

ATTEST:

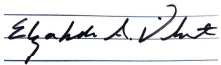
APPROVED AS TO FORM: 

BY: \_\_\_\_\_  
LYNN MARIE GOYA  
County Clerk

BY: \_\_\_\_\_  
DAVID A. COLVIN  
Tribal Attorney

APPROVED AS TO FORM:

Steven Wolfson, District Attorney

  
BY: \_\_\_\_\_  
ELIZABETH A. VIBERT  
Deputy District Attorney