

CETS #:	
Agency Reference #:	

CBE 606310-22
INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES
A Contract Between the State of Nevada
Acting by and through its

Public Entity #1:	Office of the Attorney General
Address:	100 N. Carson Street
City, State, Zip Code:	Carson City, Nevada 89701
Contact:	Debbie Tanaka
Phone:	775-684-1110
Fax:	
Email:	DTanaka@ag.nv.gov

Public Entity #2:	Clark County, Nevada On Behalf Of Clark County Detention Center
Address:	330 South Casino Center Blvd.
City, State, Zip Code:	Las Vegas, Nevada 89101
Contact:	Leah Anderson
Phone:	702-671-8100
Fax:	
Email:	L15304A@LVMPD.COM

WHEREAS, NRS 277.180 authorizes any one or more 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

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the Clark County, Nevada on Behalf of Clark County Detention Center and State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS**

TERM	DEFINITION
State	The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.
Contracting Entity	The public entities identified above.
Fiscal Year	The period beginning July 1 st and ending June 30 th of the following year.
Contract	Unless the context otherwise requires, 'Contract' means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.

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3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 4, Termination*.

Effective From:	July 1, 2022	To:	June 30, 2023
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4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in *Section 3, Contract Term*, provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
6. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

ATTACHMENT AA:	INCORPORATED TERMS
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Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

7. **CONSIDERATION.** The parties agree that the services specified in *Section 6, Incorporated Documents* at a cost as noted below:

Total Contract or installments payable at:	Upon Invoice
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Total Contract Not to Exceed:	\$45,000
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Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed in the incorporated Attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.
9. **INSPECTION & AUDIT**
- A. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

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- B. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.
- C. **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.
10. **BREACH - REMEDIES.** Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.
11. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626 and will not at any time be in excess of the not to exceed amount for the contract set forth above.
12. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
13. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.
14. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or constructed 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 or any other party.
15. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
16. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
17. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

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19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
20. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.
21. **FEDERAL FUNDING.** In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. The parties and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
 - D. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
22. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in *Section 6, Incorporated Documents*.
23. **GOVERNING LAW – JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
24. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated Attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such Attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.

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

Public Entity #2 Authorized Signature _____
Clark County _____

Date

_____ Title

ATTEST:

By: _____
Lynn Marie Goya _____
County Clerk _____ Date

APPROVED AS TO FORM
Steven Wolfson, District Attorney

By: Elizabeth A. Vibert _____
Elizabeth A. Vibert _____
Deputy District Attorney _____ Date

Aug 2, 2022

Public Entity #1 Authorized Signature _____
Office of the Attorney General _____

Date

_____ Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners _____

On: _____
Date

Approved as to form by:

_____ Homa Woodrum – Sr. Deputy Attorney General for Attorney General

On: _____
Date

ATTACHMENT AA
INCORPORATED TERMS

Nevada Statewide Automated Victim Information and Notification Service

1. Background

- 1.1. Purpose** – This agreement defines a framework of cooperation between the parties set forth below to oversee the Nevada Statewide Automated Victim Information and Notification Service.
- 1.2. Governing Authority** – *See* NRS 217.010 – NRS 217.270 (Aid to Certain Victims of Crime) and NRS 277 (Cooperative Agreements).
- 1.3. Parties** - The parties to this agreement are the Office of the Attorney General (“OAG”), in its capacity as the lead agency for the Nevada Victim Information and Notification Service (“VINE”) and Public Entity #2 referenced in the foregoing Interlocal Contract Between Public Agencies (“End User”).
- 1.4. VINE Vendor** – As of the time of this agreement, Appriss (“VINE Vendor”) has been selected as the VINE vendor by the OAG and is responsible for ongoing project implementation, overall project management, administration, communications, coordination, and operation of VINE. The Vine Vendor utilizes an operations center out of Louisville, Kentucky. *See* OAG Contract (as amended) with Appriss Insights, LLC.

2. End User Responsibilities – The following provisions are in addition to the End User’s obligation to contribute funds to pay for VINE statewide.

- 2.1. Coordination with VINE Vendor** – The End User will cooperate with the VINE Vendor to assure transmittal of data from the End User to the Vine Vendor’s operations center. This includes cooperation and communication with the VINE Vendor to resolve any applicable equipment or data transmission issues.
- 2.2. Utilization of VINE** - The End User agrees that any workstation or other equipment provided by the VINE Vendor as part of an interface in association with VINE, or for the collection of data for purposes of VINE, is restricted solely to ongoing implementation and utilization of VINE.
- 2.3. Obligation to Notify the OAG** – The End User will report to the OAG any new facilities, facility mergers, or closing of existing facilities to ensure proper installation or removal of applicable hardware and/or software related to VINE. This obligation to notify the OAG includes advance written notification (at least 30 calendar days) in the event that the End User elects to engage the services of a private provider to manage its detention center functions.

2.3.1. Notification Options – Parties may utilize the notice provision set forth in paragraph 5 of the foregoing Interlocal Contract document, however, for purposes of notification about circumstances or obligations in this attachment, the parties may also utilize written electronic mail notification. Parties have a mutual obligation to communicate changes in contact information related to electronic mail addresses for this purpose.

2.4. Cooperating to Ensure Ongoing Success of VINE – The End User agrees the following are essential cooperative functions of the End User, including an overall obligation to notify the OAG and/or VINE Vendor as applicable related to changes in designated points of contact/liaisons:

2.4.1. Public Awareness – The End User agrees to provide and forward applicable VINE related materials to local law enforcement agencies and their employees to ensure victims of crime are aware of VINE services.

2.4.2. Crime Victim Registration – The End User agrees to assign staff to be responsible for entering data necessary to register victims of crime for automated VINE services, including updating registration data as necessary. Assigned End User staff should remain informed related to any training or resources related to utilization of VINE in this capacity.

2.4.3. Timely Event Reporting and Identification Number(s) – The End User understands and agrees that booking system and jail management data must be accurately updated as soon as possible to help ensure timely and relevant notification to NINE registered victims of crime. This timely event reporting obligation includes End User utilization of their own records management system identification number when booking offenders as well as inclusion and entry of a State of Nevada Identification Number, if available.

2.4.4. Monitoring of Automated System – The End User agrees to assign staff to receive notification result emails from VINE as established by the VINE Vendor and to update the same should staff members change.

2.4.5. Monitoring of System Functionality – The End User agrees to assign one dedicated point of contact liaison staff member to the VINE Vendor's technical team in the event there is an interruption in communication or services for any reason.

2.4.6. Information and Referral Services – The End User agrees to assign staff to the function of answering questions from victims of crime and the general public about use of VINE's automated system.

2.4.7. Continuity of Communication – The End User agrees to assign one staff person to serve as a program liaison point of contact with the OAG and provide their name and relevant contact information with an ongoing obligation to update regarding the identity of the liaison.

2.5. Advance Reporting of Change in Booking Vendor – Should End User anticipate a change in vendors for their booking system, it must be reported in advance to the OAG (at least 30 calendar days if practicable). Any and all costs incurred by the End User as a result of securing a new booking system or vendor for the same will remain the responsibility of the End User.

2.6. Training Time Allocation – The End User agrees to provide training time to staff assigned to work on VINE as part of their normal work schedule.