

MEMORANDUM OF UNDERSTANDING

AGREEMENT #2015-A-83

THIS AGREEMENT, is made and entered into by and between the **Clark County Department of Community Services (DCS)** and the **Clark County Sheriff's Office (CCSO)**.

IT IS THE PURPOSE OF THIS AGREEMENT TO: Fulfill the strategies and activities identified in the Joint Adult Drug Court Solicitation to Enhance Services, Coordination, and Treatment FY 2013 Competitive Grant Announcement that are specific to community policing and supervision of therapeutic specialty court participants.

Overview

Community policing and supervision involves actively monitoring Clark County Therapeutic Specialty Court (TSC) participants outside of the court setting including coordinating with and assisting probation in community contacts, conducting home visits and wellness/curfew checks as needed. This strategy provides crucial and pertinent information from law enforcement sources to the team, including having law enforcement make recommendations to the team for consideration. Community policing and supervision can also facilitate the swift delivery of bench warrants for participants who have absconded from the program. When available, this member attends pre-court staff meetings, court proceedings and program policy meetings.

TERMS: November 1, 2014 – September 30, 2015

AMOUNT: NOT TO EXCEED \$36,945

It is, therefore, mutually agreed that:

1. CLARK COUNTY SHERIFF'S OFFICE (CCSO) WILL:
 - Assign one deputy to supervise Drug Court participants residing in Clark County.
 - Assigned deputy will perform home checks (up to 8+ hours weekly) to TSC participants to build positive pro-social relationships.
 - Assigned deputy will participate in Drug Court staffing, court sessions, and other activities as appropriate.
 - Provide weekly reports to the staffing team on participants' compliance with conditions of probation and other obligations imposed by the Drug Court Team.
 - Provide a billing invoice to the Department of Community Services (DCS) on a monthly basis with appropriate back-up documentation.

2. THE DEPARTMENT OF COMMUNITY SERVICES WILL:
 - Assign a grant manager who will oversee grant applications, compile and submit mandatory grant reports received from the TSC Coordinators and other relevant MOU partners, and manage accounts payable for various grants.

- Provide payment to the CCSO for the Community Policing work conducted each month.

3. PAYMENT:

- A. The County shall make payment to the Sheriff's Office in the amount not to exceed \$36,945 per year. Payment for services as outlined in this MOU shall be paid at the hourly rate of the assigned deputy and may include benefits and overtime.
- B. The Clark County Department of Community Services shall process payment to the Sheriff's Office not more than fifteen (15) days from the receipt of a complete and accurate invoice for services and related documentation. Costs that exceed the total budget authority will not be reimbursed without a formal contract modification.
- C. The payment request shall consist of a signed and numbered invoice (with original signature, no fax copies) detailing the Clark County Sheriff's Office name, address, contract number, month of service and payment amount requested.
- D. The Clark County Sheriff's Office shall not request reimbursement for costs under this Contract, if the Clark County Sheriff's Office has also requested payment for the same costs from another funding source.

4. DISPUTES:

Disputes arising under this Memorandum shall be resolved by a panel consisting of one representative of the DCS, one representative from CCSO, and a mutually agreed upon third party. The dispute panel shall decide the dispute by majority vote.

5. TERMINATION:

Either party may terminate this agreement upon 30 days written notice to the other party. In the event of termination of this Agreement, the terminating party shall be liable for the performance rendered prior to the effective date of termination.

ENTIRE MOU

This MOU contains all the terms and conditions agreed to by the parties. No other understanding, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS THEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by the dates and signatures affixed.

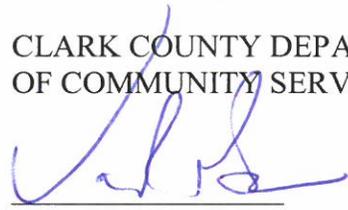
CLARK COUNTY SHERIFF'S DEPARTMENT


Signature

GARRY E. LUCAS, SHERIFF
Name / Title

1 DEC 2014
Date

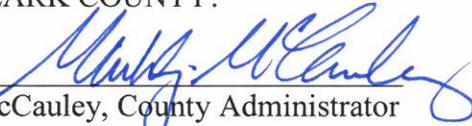
CLARK COUNTY DEPARTMENT
OF COMMUNITY SERVICES


Signature

Vanessa Garton, DCs Director
Name / Title

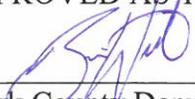
12/10/14
Date

FOR CLARK COUNTY:


Mark McCauley, County Administrator

Date: 12/8/14

APPROVED AS TO FORM:


Clark County Deputy Prosecuting Attorney
BRIAN WOODT