INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between Washoe County, Nevada
Acting by and through its Human Services Agency

Public Entity #1:	**City of Reno**
Address:	**PO Box 1900**
City, State, Zip Code:	**Reno, NV 89505**
Contact:	**Cynthia Esparza**
Phone:	
Fax:	
Email:	**EsparzaC@reno.gov**

Public Entity #2:	**Washoe County Human Services Agency**
Address:	**350 S. Center Street**
City, State, Zip Code:	**Reno, NV 89501**
Contact:	**Frankie Lemus**
Phone:	
Fax:	
Email:	**Flemus@washoecounty.gov**

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

Effective From:	September 10, 2025	To:	December 31, 2026

3. **TERMINATION**. This Contract may be terminated by either party prior to the date set forth in ***Section 2, 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shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

4. **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.

5. **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:

EXHIBIT A:	SCOPE OF WORK AND DELIVERABLES

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.

6. **CONSIDERATION**. The parties agree that the services specified in ***Section 5, Incorporated Documents*** at a cost as noted below:

Total Contract Not to Exceed:	$77,840.00

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.

7. **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.

8. **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.

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.

9. **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.

10. **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. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

11. **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.

12. **INDEMNIFICATION**. Neither party waives any right or defense to indemnification that may exist in law or equity.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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).

21. **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***.

22. **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 Washoe County, Nevada for enforcement of this Contract.

23. **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.

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

Public Entity #1 Authorized Signature Date Title

ATTEST:

City Clerk Date Title

APPROVED AS TO FORM ONLY:

City Attorney's Office Date Title

Mark Stewart Digitally signed by Mark Stewart Date: 2025.09.30 12:15:50 -07'00'

Purchasing and Contracts Manager

Public Entity #2 Authorized Signature Date Title

EXHIBIT A

Finances & Progress Reports

Billing Period: September 10, 2025 – December 31, 2026

An initial payment of $20,000 will be issued to commence work and consultant shall submit invoices for additional payments during the life of the agreement. In addition to the invoice, a progress report will be required. Staff will provide a progress report form. Progress reports are separate from the annual reporting.

Subrecipient Annual Reporting Guidelines

Annual Reporting
As a recipient of Opioid Remediation Funds from the City of Reno, recipients are responsible for annual reporting to the Nevada State Department of Health and Human Services. The reporting is required by Nevada State law, by the One Nevada Agreement on Allocation of Opioid Recoveries, opioid litigation settlement agreements, federal opioid bankruptcies orders, and all federal and state opioid funds.

Reporting Periods

The reporting period aligns with the calendar year. City staff will provide information in late November/early December.

Annual Reporting Questions

The following are anticipated annual reporting questions based on reporting from 2024. Please be prepared to share this data and more information at the end of each calendar year.

(1)Sample Questions

1. Opioid Abatement Use Categories (select all that apply):
    a. Campaigns
    b. Capacity Building
    c. Capital Projects
    d. Criminal Justice (Adult)
    e. Criminal Justice (Youth)
    f. Data
    g. First Responders
    h. Harm Reduction
    i. Infrastructure Development
    j. Pregnant of Parenting Women and their Families
    k. Neonatal Abstinence Syndrome
    l. Prevention (Primary)

m. Prevention (Secondary)Prevention (Tertiary)
n. Recovery Communities (SDOH)
o. Research
p. Training
q. Treatment (Adult)
r. Treatment (Youth)
s. Others:

2. Target Populations:
   a. Veterans
   b. Persons who are pregnant
   c. Parents of dependent children
   d. Youth
   e. Persons who are lesbian, gay, bisexual, transgender and questioning;
   f. Persons and families involved in the criminal justice system, juvenile justice system, and child welfare system.
   g. Transitional aged youth populations (TAY)
   h. Individuals involved or at-risk for being involved with the criminal justice or juvenile justice system
   i. Rural/Frontier communities
   j. Black, Indigenous, People of Color (BIPOC) communities
   k. Tribal Entities
   l. Individuals who are homeless
   m. Statewide

3. Please provide the name of the project, program or service and target population.

   Example:
   Category: Harm Reduction
   Project Name: Naloxone Distribution
   Target Population: Statewide
4. For each program, project, or service you listed, provide actual expenditures (including administrative costs not to exceed 5%) for each of the following:

   Example:
   a. Project Name: MOUD in jails
   b. Category: Criminal Justice (Adult),
   c. Target Population: Individuals involved with the justice system or at risk of being involved with the justice system
   Total expenditures: $141,250.23
   Administrative expenses (no more than 5%): $2,412.03
5. List all administrative expenses (not to exceed 5%), if not previous listed.

6. Provide the scope of work for each of the projects, programs or services identified.

7. Provide any outcomes, measurements, or related data to the projects, programs, or services identified in the answer to question X; and include sustainability factors.

Relevant Information

The City of Reno is one of many beneficiaries. The following are related statues and legal language for this funding source.

Nevada Revised Statutes (NRS) 433.734(3)
Statewide needs assessment; statewide plan to allocate money; report; regulations. On or before January 31 of each year, the Department shall transmit a report concerning all findings and recommendations made and money expended pursuant to NRS 433.734 to 433.740

Nevada Revised Statutes (NRS) 458.490
Report by Department of Health and Human Services to Working Group concerning use of certain money. The Department of Health and Human Services shall annually submit to the Working Group a report concerning the use of: 1. All money received by this State pursuant to any settlement entered into by the State of Nevada concerning the manufacture, distribution, sale and marketing of opioids; 2. All money recovered by this State from a judgment in a civil action by the State of Nevada concerning the manufacture, distribution, sale and marketing of opioids; 3. Any gifts, grants or donations received by the State and each political subdivision of the State for purposes relating to substance misuse and substance use disorders; and 4. All other money spent by the State and each political subdivision of the State for purposes relating to substance misuse and substance use disorders.

One Nevada Agreement Accountability
Prior to July 1st of each year, or as otherwise required by any Court Order, each of the Local Governments shall provide information to the State, about how they intend to expend, and how they did expend, their allocated shares of any Recovery/Recoveries to ensure such Recoveries are being used for Approved Purposes only. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about the use of the Recoveries, including Local Government or third-party programs, services, or infrastructure receiving the Recoveries.

National Opioid Abatement Trust II (NOAT II) Trust Distribution
At least annually, each State shall publish on its lead agency's website and/or on its Attorney General's website and deliver to NOAT II, a report detailing for the preceding time period, respectively (i) the amount of NOAT II Funds received, (ii) the allocation of awards approved (indicating the recipient, the amount of the allocation, the program to be funded and disbursement terms), and (iii) the amounts disbursed on approved allocations, to Qualifying Local Governments for Local Government Block Grants and Approved Administrative Expenses. Such annual reports for NOAT II may be combined with any reports submitted by a State as required in the National Opioid Abatement Trust Distribution Procedures, to the extent set forth in guidance to be provided by the NOAT II Trustees

Scope of Work

The following is the program's scope of work:

CrossRoads Programming and Peer Support Specialist Academy: $77,840.00

The CrossRoads program has expressed interest in a partnership that would result in ten (10) priority bed placements split between the men's and women's campuses, in addition to the development of the CrossRoads Peer Recovery Support Specialist Academy, where RMC's Co-occurring Disorders program and Fresh Start Treatment Program would act as internship site placements. As an evidence-based practice, Peer Support in Justice Settings has proven to yield positive outcomes as it relates to sustained, long-term recovery from substance use and mental health disorders, adherence to court conditions, and rapport between program staff and participants. As a paid, part-time internship, assigned Peers will provide outreach and engagement with their respective program participants, offering resources related to behavioral health needs and prosocial activities intended to generate recovery capital. Interns will also participate in specialty court staffing for their respective programs, where they will engage with program staff on participant progress and provide invaluable perspective through the lens of lived experience. Finally, interns will be required to attend weekly supervision meetings with their assigned CrossRoads Peer Recovery Support Specialist Supervisor, where crucial training in crisis intervention, harm reduction, motivational interviewing, and other job-related skills will be proctored, in addition to case staffing's where interns require guidance on specific participant needs.

Please see the attached project overview for additional information on this much-needed initiative.

Item	Cost Breakdown	Total
Priority Bed Placement Agreement	$1,000 per participant per month for first 3-months = $3,000 x 10 participants	$30,000.00
Part-time Peer Interns	$20.00/hour x 20-hours per week x 52-weeks = $20,800 x 2 Peers	$41,600.00
Peer Supervision	$60.00/supervisee x 2 = $120 x 52	$6,240.00
		$77,840.00