

**COOPERATIVE AGREEMENT FOR ADULT DETENTION SERVICES
BETWEEN
WASHOE COUNTY ON BEHALF OF THE WASHOE COUNTY SHERIFF'S OFFICE AND
THE RENO SPARKS INDIAN COLONY**

This Cooperative Agreement ("Agreement") is made this April 18 day of _____, 2025, by and between Washoe County, on behalf of Washoe County Sheriff's Office (hereinafter "County") and the Reno Sparks Indian Colony (hereinafter "Tribe" or "RSIC"), by and through their duly authorized representatives, in accordance with NRS Chapters 277 and 41.

RECITALS:

WHEREAS, the RSIC is a federally recognized Indian Tribe and therefore a public agency within the meaning of NRS 277.100, and accordingly is authorized by the State of Nevada through the Interlocal Cooperation Act, NRS 277.080, *et. seq.*, and RSIC's Constitution and Bylaws, to enter into this Agreement; and

WHEREAS, County is a political subdivision of the State of Nevada and therefore a public agency within the meaning of NRS 277.100, and accordingly is authorized by the State of Nevada through the Interlocal Cooperation Act, NRS 277.080 *et. seq.*, to enter into this agreement; and

WHEREAS, NRS 277.110 permits any two or more public agencies, to enter into a cooperative agreement for the performance of any governmental function. Such an agreement may include the furnishing or exchange of personnel, equipment, property or facilities of any kind, or the payment of money; and

WHEREAS, NRS 277.110 further provides that if more than \$25,000.00 is anticipated to be expended to carry out the cooperative agreement, that the agreement "[b]ecomes effective only upon ratification by appropriate ordinance, resolution or otherwise pursuant to law on the part of the governing bodies of the participating public agencies."; and,

WHEREAS, NRS 211.020, as amended, provides that County may, with the concurrence of the Sheriff: "enter into an agreement with any other county or city in this State, in accordance with the provisions of NRS 277.080 to 277.180, inclusive, for the construction, operation, or maintenance of a jail or the detention of prisoners of the county."; and

WHEREAS, this agreement is intended to address detention of adult RSIC tribal inmates;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. TERM OF AGREEMENT

The term of this agreement shall be from the date of execution by all parties, and shall continue for the term of one year, unless extended by addendum signed by the parties, and unless terminated with the giving of notice as required below.

Either Party may terminate this Cooperative Agreement, by providing the other Party with thirty (30) days written notice.

2. SERVICES TO BE PROVIDED

I. The County Agrees to:

- A. The County shall designate a qualified detention facility administrator who is responsible for the supervision of the detention facility according to the County's detention facility policy and procedures and who shall be responsible for the performance of this County.
 1. The qualified detention facility administrator, or their designee, shall:
 - a. Have full authority to act for the County on all matters relating to the operation of this Cooperative Agreement.
 - b. Be available to discuss issues relating to this Cooperative Agreement with the individuals identified in Section(2)(G) of this Cooperative Agreement or their designees.
 2. The County shall always have sufficient staff to perform the functions relating to the security, custody, and supervision of inmates in accordance with best practices for supervision and the detention facility's staffing analysis.
 3. The Core Jail Standards for Small Jails will be used as a measurement to guide all aspects of the facility's operation, including safety, security, care, programs and services, justice and order, administration, and plant management.
 4. The County shall conduct criminal records checks for its employees in accordance with its policies and procedures and the ACA Performance Based Standards on Detention, including, at a minimum, a fingerprint check for all the County's employees.
 5. The County shall ensure its employees are qualified and trained in accordance with detention facility policy, the ACA Performance Based Standards on Detention.
- B. **Quality Control**
 1. The County shall administer and manage the detention facility in a professional and responsible manner, consistent with all applicable local, state, or federal law.
 2. Upon request by the Tribe or their designee for specified records, the County shall make available to the Tribe or their designee its most recent detention facility inspection, evaluation, or monitoring reports. This includes third-party records of health, sanitation, fire safety, fire equipment, food services, environmental health, plant management, state, or local, and other program review inspections. Review of such records will be to aid the Tribe in reviewing the County's conformity with this agreement.
- C. **Quality Assurance:**
 1. The County shall adhere to the Core Jail Standards for Small Jails and the ACA Performance Based Standards on Detention for all aspects of the detention facility operations, including safety, security, care, programs and services, justice and order, administration, and plant management.
- D. **Standards Compliance**
 1. The County shall comply with all applicable local, state, and federal health and safety regulations and standards, including, the Occupational Safety and Health Act (OSHA) and with 29 C.F.R. Parts 1910 and 1926.
 2. The County will comply with the Prison Rape Elimination Act of 2003 (PREA) and the relevant associated National Standards to Prevent, Detect, and Respond to Prison Rape, 28 C.F.R. Part 115.
- E. **Specific Task**
 1. The County will accept adult RSIC tribal persons who have been arrested for or convicted of violating RSIC tribal criminal law, and who are placed there by the Tribe or its authorized agents.
 2. The County agrees to email a roster to the Tribe upon request, except for weekends or holidays. Rosters from weekends or holidays can be emailed the next business day.

Additionally, a new roster will be emailed when there is a change in the population of RSIC Tribal inmates because of releases or new bookings. At a minimum, the roster shall include the RSIC Tribal inmate's, name, charges, booking agency, date and time of booking, scheduled release date or date of actual release, and date of transport. The County will include any medical approval documents, transportation logs, and transportation plans for RSIC Tribal inmates for the time period covered by the roster request or update.

3. The County agrees to protect RSIC Tribal inmates from harm in accordance with the Core Jail Standards for Small Jails, the Indian Civil Rights Act of 1968, 25 U.S.C. 1302, *et. seq.*, and detention facility policy and procedures.
4. The County agrees to maintain a clean, healthy, sanitary, and orderly environment with clear expectations of inmate behavior. The County will comply with its own policies and procedures as well as the ACA Performance Based Standards on Detention.
5. The County agrees to provide for the basic needs, health, hygiene, and personal care of RSIC Tribal inmates in accordance with detention facility policy and the ACA Performance Based Standards on Detention.
6. The County agrees to house RSIC Tribal inmates subject to the same conditions as any other inmate lodged within the detention facility.
7. The County will maintain sight and sound separation between male and female inmates, in accordance with the ACA Performance Based Standards on Detention.
8. The County will not accept any person under the age of 18 years for lodging within the detention facility.
9. The County agrees to provide Tribe with both verbal and written notification when a RSIC Tribal inmate is accused of committing a new criminal offense because of their behavior within the detention facility. Such notification shall occur by notifying the Tribe or their designee within 24 hours of the incident. If the offense is charged in the federal, state, or local courts, the County shall consult and coordinate with Tribe regularly as to the next steps for that RSIC tribal inmate. The County will not transport any RSIC Tribal inmate to another detention facility, court, or other location without first consulting and coordinating with Tribe.
10. The County agrees to provide Tribe with both verbal and written notification when the detention facility is overcrowded or needs to reduce the inmate population to allow Tribe sufficient time to arrange for a transfer or to work with the Tribal Court or Court of Indian Offenses for court-ordered release of a RSIC Tribal inmate. When practicable, such notice shall be given at least 48 hours in advance of the time that the transfer(s) or release(s) need to occur.
11. The County agrees to provide Tribe with both verbal and written notification when any unusual incident that affects any RSIC Tribal inmate occurs. Such notification shall occur by notifying the Tribe, or their designee, within 24 hours of the incident, unless the incident resulted in serious injury or medical condition, death, escape, or change of location of the RSIC Tribal inmate, in which case the County will immediately notify the Tribe.
12. The County agrees no RSIC Tribal inmate shall be released without written orders from the appropriate Tribal court.
13. The County will provide programs and services to RSIC Tribal inmates who have been assigned to receive such programming where such programs and services are available to the County's other inmates.
14. The County shall accommodate Native American Indian culture and religion when available.
15. The County agrees RSIC Tribal inmates housed under this Cooperative Agreement will only be allowed to voluntarily fill work positions and then only within the confines of the detention facility.

F. Access to Health Care

1. Access to a continuum of healthcare services will be available. Healthcare needs, including prevention and health education, will be met in a timely and efficient manner. RSIC Tribal inmates will be informed of the process for requesting health care.
2. Corrections staff have an obligation to promptly refer all inmate requests for health care services to the appropriate health care provider. Health care shall be accessible in accordance with any Agreements between the correctional institution and the health care provider.
3. The County shall inquire and gather information from the Tribal Police Officer regarding any medical concerns at the time of transport and admission of the RSIC Tribal arrestee(s)/inmate(s).
4. The County shall provide a medical and suicidal screening at the time of RSIC Tribal arrestee(s)/inmate(s) booking or admission.
5. The County will also ensure residents have access to medical care, using the Indian Health Service (IHS) first when possible. The County provides a nurse practitioner once per week for medication refills, physicals required for placement, and general medical complaints.
6. **Treatment at Indian Health Service or Tribal Health Care Facilities:**
 - a. Whenever feasible and practicable, the County and Tribe shall seek emergency medical care, general health care, specialist referrals, mental health care, vision health care, and dental health care for RSIC Tribal inmates, who are enrolled members of a federally recognized Tribe, at the nearest IHS, Tribal Health Care provider, or a specialist referred by IHS or the Tribal health care provider. The County shall promptly notify the Tribe or designee that a RSIC Tribal inmate needs medical treatment to afford the Tribe the opportunity to arrange for the treatment.
 - b. The following health care facility is the full-service IHS/Tribal health care center closest to the County which shall be utilized for the medical care described in Section(3)(N)(iv) of this Cooperative Agreement:
Reno Sparks Indian Health Clinic (IHS)
1715 Kuenzli St.
Reno, NV 89502
Phone: 775-329-5162
7. **Treatment at Non-IHS/Non-Tribal Health Care Facilities:**
 - a. In case of an emergency where it is not feasible or practicable to take an inmate to IHS or a Tribal Health Care provider and not possible to seek Tribe approval in advance, the County may obtain medical care for prisoners at a Non-IHS/Non-Tribal Health Care Facility as emergency needs dictate. The County shall notify the Tribe or designee of actions taken by the County when such emergency circumstances occur.
 - b. The following Non-IHS/Non-Tribal Health Care Facilities are full-service non-IHS/non-Tribal Health Care centers which shall be utilized for the medical care:
Renown Medical Center (non-I.H.S.)
1155 Mill St.
Reno, NV 89502
Phone: 775-982-4100

St. Mary's Regional Medical Center
235 W. 6th St.
Reno, NV 89503
Phone: 775-770-3000
 - c. The County shall submit the bill for emergency medical treatment for a RSIC Tribal inmate at a Non-IHS/Non-Tribal Health Care Facility to the IHS Purchased Referred Care (PRC) office from the inmate's servicing IHS and any other federal and state health coverage programs for which the RSIC Tribal inmate is eligible. In instances where IHS

PRC or the other federal and state health coverage programs reject claims for care provided by a Non-IHS/Non-Tribal Health Care Facility and the costs cannot be recovered by the provider, the County shall bill the Tribe.

- d. When the County seeks reimbursement from Tribe for the medical treatment of a RSIC Tribal inmate, the County shall prepare a medical voucher separately from the monthly Board Bill. Original Non-IHS/Non-Tribal Health Care Facility invoices must be attached to the medical voucher. Invoices must contain the name and address of the vendor, full inmate name, itemized description of services provided, date of service, cost of inmate's treatment, and total amount to be reimbursed by the Tribe. A statement certifying the accuracy of the medical voucher shall be placed on the bottom of each medical voucher by the County's detention facility administrator.
- e. The County will submit the medical vouchers to the Tribe by the 10th day of each month. The Tribe will not pay the County for any medical voucher submitted more than 60 days after the service to the inmate.

8. Jurisdiction and Sovereign Immunity

- a. This Cooperative Agreement does not reflect, in this or any other context, any Party's position with respect to the jurisdictional authority of another. Nothing in this Cooperative Agreement, or in any conduct undertaken pursuant to this Cooperative Agreement, shall be construed as enlarging or diminishing the jurisdictional authority of either Party except to the extent necessary to implement and effectuate the provisions of this Cooperative Agreement. Nothing herein affects, to any extent, statutory or Tribal code provisions regarding the sovereign immunity of the Parties. Nothing in this Cooperative Agreement shall be construed to impact or impair the extradition authority and processes of the Parties.
- b. Nothing in this Cooperative Agreement shall be construed as waiving the sovereign immunity of the government entities that oversee the Cooperative Agreement or their employees from suit in state, Tribal, or federal court. Liability for suit in state, Tribal, or federal court is determined by existing state, Tribal, and federal law and is not altered by this Cooperative Agreement. Nothing in this Cooperative Agreement waives the sovereign immunity of the United States, except as provided for in the Federal Tort Claims Act.

2. Tribe agrees to:

A. Treatment at Non-IHS/Non-Tribal Health Care Facilities

1. The Tribe will reimburse the County for medical services provided to a RSIC Tribal inmate at a Non-IHS/Non-Tribal Health Care Facility if the treatment was pre-approved by the Tribe or was for emergency medical treatment where it was not practicable or feasible to secure the Tribe's prior approval.
2. The Tribe shall be responsible for transporting RSIC Tribal inmates except where the Tribe has pre-approved the County to provide transportation. This includes general transportation for medical care and other transportation as approved by the Tribe. Where the Tribe has preapproved the County to provide transportation for a RSIC Tribal inmate, the County shall provide documentation of the transport to Tribe using a transportation plan that includes the method of transportation, starting location, planned stops, emergency stops, approved routes, classification of the inmates being transported, destination location, identities of any persons participating in the transport, the starting mileage, and concluding mileage.
3. The Tribe will reimburse the County for medical services provided to a RSIC Tribal inmate at a Non-IHS/Non-Tribal Health Care Facility if the treatment was pre-approved by the Tribe or was for emergency medical treatment where it was not practicable or feasible to secure the Tribe's prior approval.

3. KEY OFFICIALS

Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed.

1. Key Personnel for the Tribe:

RSIC Tribal Chairman, Daryl D. Gardipe
34 Reservation Road
Reno, NV 89502
Phone: (775) 329-2936
E-Mail: doug@rsic.org

2. Key Personnel for the County:

Captain Andrew Barrett-Venn
911 E. Parr Blvd.
Reno, NV 89512
Phone: (775) 328-2962
E-Mail: abarrett@washoecounty.gov

A. Communications

1. All communications regarding this agreement shall be addressed to the individuals listed above.

4. AWARD AND PAYMENT

1. Tribe will provide funding to the County on a reimbursable basis in accordance with approved invoices for services provided under this agreement.
 - A. The cost for bedspace at the detention facility shall be **\$109 per Tribal Inmate per day**. To compute daily cost, a "day" shall begin at 12:01 a.m. local time and end the following midnight local time. Payment will be made for the day of arrival and every day the RSIC Tribal Inmate is housed thereafter, except the day of departure. No payment will be made for the day of departure.
 - B. Where the Tribe has preapproved the County to provide transportation for a Tribal inmate as described in Section 2 of this Cooperative Agreement, Tribe shall reimburse the County the cost for guard services at a rate of \$88.62 per hour for the duration of the transport, and mileage based on the current federal Internal Revenue Service Annual Standard Mileage Rate.
 - C. Recipient shall request payment in accordance with the following:
 1. **Method of Payment.**
 - a. Payment will be made by reimbursement through check, cashiers' check money order or any other legal means of payment.
 2. **Requesting Reimbursement.**
 - a. Requests for reimbursements must be submitted by the 10th day of the month, a Board Bill invoice, transport invoice and medication voucher will be submitted individually for Tribal inmates for services provided by the County.
 3. **Discrepancies.**
 - a. Any discrepancies between the invoice and the Board Bill shall be justified in writing by the County.

3. HOLD HARMLESS; INDEMNIFICATION

The parties will not waive and intend to assert available remedies and liability limitations set forth in Chapter 41 of the Nevada Revised Statutes or other legal defenses available by law. Contractual liability of both parties shall not be subject to punitive damages. To the fullest extent of Chapter 41 of the Nevada Revised Statutes, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and costs arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.

4. THIRD PARTY BENEFICIARIES

This Agreement is not intended to create or be construed to create any right or action on the part of any person or entity not signatory to this Agreement, nor create the status of third-party beneficiaries for any person or entity.

5. SEVERABILITY

If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement 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 Agreement unenforceable.

6. ASSIGNMENT

Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the proper written consent of the other party.

7. 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, as applicable.

8. NOTICES.

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally by hand, or by telephonic facsimile with simultaneous delivery by regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the following addresses:

RSIC

RSIC Tribal Police Chief Jarrod Nunes
405 Golden Lane
Reno, NV 89502
Phone: (775) 785-9163 x 3263
E-Mail: jnunes@rsic.org

WCSO

Darin Balaam, Sheriff
Washoe County Sheriff's Office
911 Parr Blvd. Reno, Nevada 89512
(775) 328-3001

Any party may designate a different address or representative to receive notices provided that such designation is sent in writing to the other party in accordance with this paragraph.

9. INDEPENDENT PARTIES

None of the officers, officials, employees, agents, contractors or volunteers of the parties to this Agreement is or shall be considered to be an officer, official, employee, agent, contractor or volunteer of any other party to the Agreement. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement and each party is and shall be a public entity separate and distinct from the other party. Each party shall have the sole right to supervise, manage, operate, control, and direct performance of the detail's incident to its duties under 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 or any other party. Nothing in this section shall restrict the parties from asserting combined defenses to potential tort and other liability third-party liability claims and legal actions and each party reserves the right to assert all available tort limitations and other legal defenses set forth in NRS Chapter 41 and as otherwise available by law.

10. TERM AND CANCELLATION

This Agreement shall become effective upon the execution hereof by the parties and shall remain effective from year to year until and unless one of the parties terminates it by giving thirty (30) days written notice of the termination to the other party.

11. ENTIRE AGREEMENT; MODIFICATION

This Agreement constitutes the full and complete agreement of the parties and all prior, contemporaneous or subsequent statements, negotiations, promises and agreements of the parties are merged herein and shall not contradict or modify the terms hereof. As such, this Agreement preempts and replaces any and all previous agreements between the parties regarding the same subject matter as this Agreement. This Agreement may be amended or modified only by a written agreement signed by the parties.

12. GOVERNING LAW; JURISDICTION

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. All disputes under this Agreement shall be instituted in a court of competent jurisdiction located in the County of Washoe, State of Nevada.

13. BINDING EFFECT

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective parties hereto.

14. AUTHORITY

Each person who executes this Agreement declares that he has full legal authority to bind his principal to the full extent of the law.

WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

WASHOE COUNTY BOARD OF COMMISSIONERS

By _____
Chair Washoe County Commission Date

ATTEST: _____
Washoe County Clerk

WASHOE COUNTY SHERIFF

By  4/13/25
Darin Balaam, Sheriff Date

Reno Sparks Indian Colony

By  4/18/25
Name: Daryl D. Gardipe, Chairman Date

By  4-22-25
Name: Jarrod J. Nunes, Chief of Police Date