

INTERLOCAL BETWEEN

**WASHOE COUNTY ON BEHALF OF WASHOE COUNTY DEPARTMENT OF
ALTERNATIVE SENTENCING AND DOUGLAS COUNTY ON BEHALF OF DOUGLAS
COUNTY DEPARTMENT OF ALTERNATIVE SENTENCING**

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 County of Washoe.

WHEREAS, Washoe County Department of Alternative Sentencing has received grant funding to support the use and upkeeps of check-kiosks, and said funding can be used for such a check-in kiosk for Douglas County Department of Alternative Sentencing.

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 4, Termination.**

Effective From:	Upon Approval	To:	September 30, 2025
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3. **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be terminated immediately if for any reason State, Local, and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.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. **TERMS OF AGREEMENT.**

A. Washoe County Department of Alternative Sentencing

1. Washoe County Department of Alternative Sentencing (WCDAS) will provide services as follows:
 - a. WCDAS will provide one check-in kiosk to be installed at the location of DCDAS choosing.
 - b. WCDAS will pay the monthly leasing fee for the Kiosk during the term of this contract.
 - c. WCDAS will act as an intermediary between Precision Kiosk (vendor), and DCDAS should the kiosk require any maintenance or technical assistance.
 - d. WCDAS will authorize Precision Kiosk to provide DCDAS their own database for participant tracking and scheduling.
 - e. WCDAS will provide access to DCDAS to all other Kiosks located in Northern Nevada that are leased by WCDAS, specifically:
 - i. 1530 E. 6th St. Reno, NV 89512
 - ii. 855 Alder Ave. Incline Village, NV 89451
 - iii. 1675 E. Prater Way Ste 107 Sparks, NV 89434

B. Douglas County Department of Alternative Sentencing

1. Douglas County Department of Alternative Sentencing (DCDAS) will provide services as follows:
 - a. DCDAS will identify location for kiosk to be deployed in Douglas County.
 - i. DCDAS will be responsible for any costs associated with pulling power or data to location identified.
 - ii. Specific address and hours of operation for the site identified will be provided to WCDAS.
 - b. DCDAS will identify participants on their caseload to utilize the kiosk(s).
 - c. DCDAS will provide monthly utilization statistics to WCDAS for grant reporting purposes.
 - i. Statistics will include:
 1. Number of check-ins completed through kiosk(s)
 2. Number of Preliminary Breath Tests completed through kiosk(s)
 - d. DCDAS will notify if WCDAS in fiscal quarter 3 intentions to continue to utilize kiosk or to withdraw from participation for FY26.
6. **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.

7. **LIMITED LIABILITY.** The parties will not waive and intend to assert available NRS Chapter 41 liability limitation in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any County 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.
8. **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.
9. **INDEMNIFICATION.** Neither party waives any right or defense to indemnification that may exist in law or equity.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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.

15. **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.
16. **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.
17. **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).
18. **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**.
19. **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.

20. 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.

21. CONTACT. All correspondence related to this agreement shall be directed to the following:

County Entity:	Washoe County Department of Alternative Sentencing (“WCDAS”)
Address:	1530 E. 6 th Street
City, State, Zip Code:	Reno, NV 89512
Contact:	Justin Roper
Phone:	775-221-8403
Email:	Jroper@washoecounty.gov

County Entity:	Douglas County Department of Alternative Sentencing (“DCDAS”)
Address:	1038 Buckeye Rd.
City, State, Zip Code:	Minden, NV 89423
Contact:	Yvette Doan
Phone:	775-782-9970
Email:	ydoan@douglasnv.us

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

