

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Public Entity #1:	Department of Juvenile Services (Department)
Address:	650 Ferrari McLeod Boulevard
City, State, Zip Code:	Reno, NV 89512
Contact:	Elizabeth Florez, Director
Phone:	(775) 325-7873
Fax:	(775) 325-7923
Email:	Eflorez@washoecounty.us

Public Entity #2:	Reno-Sparks Convention & Visitors Authority (RSCVA)
Address:	4065 S. Virginia St., Suite 100
City, State, Zip Code:	Reno, NV 89502
Contact:	Chad Peters, Executive Director of Venue Operations
Phone:	(775) 699-0489
Fax:	
Email:	cpeters@renotahoeusa.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 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 4, Termination*.

Effective From:	7/1/2025	To:	6/30/2027
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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shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.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:

ATTACHMENT A:	SCOPE OF WORK AND DELIVERABLES
ATTACHMENT B:	ADDITIONAL ATTACHMENTS (if applicable)

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 6, Incorporated Documents* at a cost as noted below:

RSCVA will pay \$200	per	day for each supervisor provided
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Total Contract or installments payable at:	
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Total Contract Not to Exceed:	\$50,000
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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.

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
Public Entity #2 Authorized Signature	Date	Title

ATTACHMENT A
SCOPE OF WORK AND DELIVERABLES

1. The Department agrees to provide available participants to perform litter removal, landscaping, and general cleanup at the request of the RSCVA. The Department agrees to provide all equipment to be used by the Participants for weed and litter removal. The weeds and litter removed will be placed in bags by Participants and the bags will be placed in suitable locations for pickup by RSCVA personnel.
2. The above-described services will be performed upon the request of RSCVA, however, the date and time the services will be performed will be at the discretion of the Department based upon available participants. Request for work crews received by telephone will be followed up with a written (email) confirmation of request and details, to include location, date, time and work to be performed.
3. RSCVA will designate the location where work is to be performed, subject to the approval by the Department. The Department reserves the right to refuse to work in any location.
4. The Department shall provide for transportation of the Participants and any necessary supervisors as well as the equipment to be used by the Participants for litter and weed removal. RSCVA shall be responsible for supplying trash bags, portable restrooms, and dumpsters.
5. RSCVA agrees to conduct a hazard assessment of each worksite in conjunction with a representative of the Department in accordance with NRS 62E.200 prior to the Department working in that location.
6. The Department agrees to comply with guidelines set forth in NRS 62E.200 and shall be the supervising entity for purposes of NRS 62E.200. To the extent required by applicable law, Department shall maintain worker's compensation insurance on participants.
7. RSCVA will pay the Department, as compensation for the expenses incurred in providing the necessary supervision to the participants, a sum of Two Hundred Dollars (\$200.00) per day for each supervisor that is required. The Department will notify the RSCVA in advance of performing the services how many supervisors will be required to perform the services. Any costs associated with the Department's performance of the services will be included in the above-described compensation, unless otherwise agreed upon in writing. The Department will submit a monthly invoice for services provided, with payment due upon receipt. Any changes to the rate of compensation during the term of this agreement shall be completed by mutual written agreement of both parties. Mutually agreed upon rate changes will not require the approval of the Board of County Commissioners. In the event that the governing body appropriating funds for Agency fails to obligate the funds necessary to make the payments beyond Agency's then current fiscal period, this Agreement shall be terminated without penalty, charge, or sanction. Written notice shall be provided a minimum of thirty (30) days prior to the start of the fiscal year that funding is not available.
8. The Department will be responsible for the conduct and actions of its employees, agents, participants, and other persons the Department has a duty to direct and control. The Department, to the extent permitted by law, agrees to indemnify, defend and hold harmless the RSCVA, its employees or agents from any claim, loss or lawsuit arising out of the performance of this Agreement resulting from the negligent or intentional acts or omissions of the Department, its employees, agents, Participants or other persons the Department has a duty to direct and control unless such claim is based, in whole or in part, on any act or omission of the RSCVA or its employees or agents. In the event of a claim or lawsuit against the RSCVA arising out of the acts or omissions of the Department, its employees, agents, participants or other persons whom the Department has a duty to direct and control, the Department shall defend or resolve the claim at no expense to the RSCVA, or if the Department is unable to defend the RSCVA, the Department shall reimburse the RSCVA, its officers, employees and agents in defending such action at its conclusion should it be determined that the basis for the action was in fact the negligence or intentional acts or omissions of the Department, its employees, agents or persons whom the Department has a duty to direct and control.
9. The RSCVA acknowledges that some damage to its property may occur during the performance of the services under this Agreement, therefore, the RSCVA waives any claim for damage to its property as a result of the performance of such services by the Department, its employees, agents, participants or other persons the Department has a duty to direct and control unless the damage is caused by the intentional or willful acts by the Department, its employees, agents, Participants or other persons whom the Department has a duty to direct and control.

10. The RSCVA, to the extent permitted by law and subject to and without waiving the limitations in NRS Chapter 41, agrees to indemnify, defend, and hold harmless the Department, its employees, agents, and persons the Department has a duty to direct and control against claims, lawsuits or losses resulting from the negligent or intentional acts or omissions, of RSCVA, its employees, or agents. In the event of a claim or lawsuit against the Department arising out of the acts of the RSCVA, its employees or agents, the RSCVA shall defend or resolve the claim at no expense to the Department, or if the RSCVA is unable to defend the Department, the RSCVA shall reimburse the Department, its officers, employees and agents in defending such action at its conclusion should it be determined that the basis for the action was in fact the negligent or intentional acts or omissions of the RSCVA, its employees or agents.
11. Non-public information learned about the other party's operations, intellectual property, or operations during the carrying out of this Agreement shall be treated as confidential for a period of two (2) years following the term of this Agreement. During such period, the parties agree not to disclose confidential information to any third party. Operator shall comply with NRS Chapter 62H.025 and not release juvenile justice information which requires the consent of the Director of the Department of Juvenile Services. Except as otherwise provided by law, Operator shall keep all information provided by County confidential. Operator agrees that neither Operator nor its employees will post anything regarding Juvenile Services or the clients of Juvenile Services on social media whether photos or other types of posts.
12. Either party may terminate this Agreement with or without cause by giving the other party written notice of the intent to terminate. The notice must specify the date upon which the termination will be effective, which date may not be less than 30 calendar days from the date of mailing of the notice.
13. All notices required under this Agreement shall be in writing and mailed, postage prepaid, addressed to the designated representative of the respective parties.