

INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

This Intergovernmental Service Agreement for Temporary Housing of Reno Sparks Indian Colony (RSIC) Juvenile Detainees (this "Agreement") is made and entered into this day of , 2024, by and between Washoe County, a political subdivision of the State of Nevada ("the County"), on behalf of the Department of Juvenile Services, Wittenberg Hall in the Jan Evans Juvenile Justice Center ("Wittenberg Hall") and the Reno-Sparks Indian Colony, a federally-recognized Indian tribe under Section 16 of the Indian Reorganization act of 1934 (25 U.S.C. Sec. 476) ("RSIC").

Public Entity #1:	Washoe County Department of Juvenile Services
Address:	650 Ferrari-McLeod Blvd
City, State, Zip Code:	Reno, NV 89512
Contact:	Christine Eckles, Division Director
Phone:	775-325-7849
Fax:	
Email:	ceckles@washoecounty.gov

Public Entity #2:	Reno-Sparks Indian Colony
Address:	34 Reservation Road
City, State, Zip Code:	Reno, Nevada 89502
Contact:	Daryl D. Gardipe, Chairman
Phone:	775-329-2936 X3261
Fax:	
Email:	Doug@rsic.org

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, the County owns and operates Wittenberg Hall in the Jan Evans Juvenile Justice Center for the detention and housing of juvenile detainees for the Second Judicial District Court; and

WHEREAS, the RSIC has a need for detention facilities in the Reno area for the temporary housing of juveniles who are under the jurisdiction of the RSIC; and

WHEREAS, the County agrees to accept and detain Tribal Juveniles (as defined below) at Wittenberg Hall in the Jan Evans Juvenile Justice Center under the terms and conditions set forth in this Agreement;

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:	January 1, 2025	To:	December 31, 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 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 County 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:

\$0.00	per	
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Total Contract or installments payable at:	
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Total Contract Not to Exceed:	\$0.00
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If funding is not secured by RSIC beyond the current fiscal year to make payments, 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.

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. 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 detail's 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. 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, and the parties agree not to disclose confidential information to any third party.

RSIC shall comply with NRS Chapter 62H.025 and shall not release juvenile justice information which requires the consent of the Director of the Department of Juvenile Services. Except as otherwise provided by law, RSIC shall keep all information provided by the County confidential. RSIC agrees that neither RSIC nor its employees will post anything on social media, including photos or other types of posts, from anywhere inside or outside the County's premises.

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 respective legal counsels.

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

**Statement of Work
Reno Sparks Indian Colony
Washoe County Juvenile Services-Jan Evans Juvenile Justice Center**

SECTION 1 - DEFINITIONS

1.1. General Definitions

1.1.1. "RSIC" or "Agency" means the Reno Sparks Indian Colony.

1.1.2. "Contractor" means the Contractual Body providing Detention Services to the Agency.

1.1.3. "Agency's jurisdiction" means the jurisdiction of the RSIC, including within the exterior boundaries of Indian Reservation(s) and Indian Allotments.

1.1.4. "Indian Country" has the same meaning as that term is defined in Section 1151 of Title 18, United States Code.

1.1.5. "Indian Reservation or Reservation" means within the exterior boundaries of the Indian Reservation(s) and Indian Allotments within BIA OJS District III - Western and Eastern Nevada Agencies.

1.1.6. "Tribal prisoner or tribal inmate" means a person arrested under the authority of the Tribal Court or Code of Federal Regulations (CFR) Court having competent jurisdiction over the arresting agency.

1.1.7. "Tribal Violation" means a violation which offends the criminal laws of Tribal Court or CFR Court having jurisdiction over the Indian Reservation(s) and Indian Allotments. This provision will not permit the confinement of juvenile offenders whose only charge or conviction is for a status offense as defined by the Office of Juvenile Justice and Delinquency Act of 1974 and subsequent revisions.

1.1.8. "Delinquent child" and/or "Juvenile" both mean a person under 18 years of age, who has committed an act that violates the Law and Order Code and/or would be a crime if committed by an adult, is a verified fugitive from another jurisdiction [as amended by Ordinance DOI 3(98)], or is detained or convicted by a Tribal Court with personal jurisdiction over the child/offender and subject matter jurisdiction over the Agency's jurisdiction.

1.1.9. "Facility" means Wittenberg Hall within the Washoe County Department of Juvenile Services, Jan Evans Juvenile Justice Center.

SECTION 2 - GENERAL INFORMATION

2.1. Scope of Work

The Contractor shall provide safe, secure, sanitary, and humane detention/correctional services in accordance with the specific tasks outlined.

2.1.1. Contractor will assist RSIC by providing temporary detention/correctional housing for Tribal Juvenile inmates who have been arrested and are awaiting their preliminary court date.

2.2. Contractor Personnel

2.2.1. The Contractor shall designate a qualified facility administrator responsible for the performance of the statement of work.

2.2.2. The facility administrator or designee shall have full authority to act for the contractor on all matters relating to the oversight of this contract.

2.2.3. The facility administrator or designee shall be available to discuss specific contract-related issues with authorized government officials.

2.2.4. The Contractor shall ensure contract employees are qualified and trained in accordance with juvenile facility standards.

2.3. Cost of Services

2.3.1. Washoe County will not charge a daily rate for the board and care of RSIC juvenile detained in Wittenberg Hall.

2.3.2. RSIC will be responsible for all expenses provided to RSIC juvenile detainees beyond regular board and care expenses, i.e., outside medical services and prescriptions.

2.4. Contact Information

2.4.1. Contractor's Contact:

Director Elizabeth Florez

Washoe County Juvenile Services – Jan Evans Juvenile Justice Center

650 Ferrari-McLeod Blvd

Reno, NV 89512

(775) 325-7801

2.4.2. Agency Contact:

Tribal Chairman Daryl D. Gardipe

Reno-Sparks Indian Colony

34 Reservation Road

Reno, NV 89502

(775) 329-2936 x3261

2.5. Period of Performance

2.5.1. Shall be for the period beginning January 1, 2025 until the expiration of the period of performance.

SECTION 3 - DETENTION OF JUVENILE OFFENDERS

3.1. The Director, or designee, of the Washoe County Department of Juvenile Services ("the Director") may permit a juvenile under the RSIC's jurisdiction, ages 10-17 years, to be temporarily detained at Wittenberg Hall. The Director, or designee, as a prerequisite to giving permission, must consider if housing space is available at Wittenberg Hall and if the juvenile meets the Wittenberg Hall Risk Assessment Instrument criteria, which is set forth as Exhibit A. For the purposes of the Agreement, temporary detention shall be for no more than five calendar days unless such period is extended by written request from an authorized RSIC official to the Director of Juvenile Services prior to the expiration of the five days. The Director, in their sole discretion and for any reason, may agree to extend or not extend the temporary detention period. In addition, the Facility reserves the right to order the prompt removal of any such juvenile whose presence or continued presence in the Facility would be

unduly detrimental to the welfare of the detainees or the general operation of the Facility. The Facility further reserves the right to refuse the admittance of any juveniles who have not been referred by a legitimate law enforcement agency or to order the prompt removal of any juveniles who do not meet the criteria for detention. Approval for detention placement at Wittenberg Hall must be granted by the Director or designee PRIOR to the transportation of RSIC juveniles.

3.2. RSIC will inform the facility of all known or suspected medical, mental health, and behavioral issues upon requesting approval for temporary detention and prior to transportation of a juvenile to Wittenberg Hall and will provide all prescribed medications, medical documents and treatment plans necessary and incidental the safe housing of the juvenile.

3.3. Washoe County and the RSIC agree that an RSIC juvenile will not be detained at Wittenberg Hall to serve a sentence of commitment or to serve a period of commitment for a probation violation. The juvenile will only be temporarily detained at Wittenberg Hall for the following:

A. Preliminary court date after arrest – not longer than five days.

3.4. The RSIC agrees to provide 24-hour access, through the Tribal Police Dispatch System, to the Tribal Police Department to assist Wittenberg Hall staff with the management of RSIC juveniles, and the RSIC further agrees to transport all RSIC juveniles from Wittenberg Hall who are not authorized detainees. The parties agree that the breach of any term of this Agreement shall be deemed material breach of this Agreement. In the event of a breach by either party, the parties agree to meet and confer within seven (7) days of the notice of breach in an effort to resolve or cure the default. If a resolution is not reached within seven (7) days, this Agreement shall immediately terminate. Upon termination of this Agreement, RSIC shall promptly arrange for the pickup and transportation of all Tribal Juveniles who may be in the facility on the date of termination.

3.5. The RSIC agrees, after reasonable notice given, to send representatives to participate in training offered and provided by Wittenberg Hall staff on its booking procedures and facility policies and procedures.

3.6. The RSIC agrees that it is financially responsible to Washoe County for any damages to property at Wittenberg Hall or for harm caused to any person by a juvenile detained under this Agreement, unless such damage was caused by the acts or negligence of Wittenberg Hall staff.

3.7. The RSIC agrees to assume any and all liability and financial responsibility that a parent would have under applicable statutes to reimburse Washoe County for costs that may be incurred by Washoe County for items that are outside the scope of the detention services, including the cost of medical care and medication, transportation, evaluations, and emergency services.

3.8. The RSIC agrees that it is solely responsible for arranging and transporting each RSIC juvenile for all non-emergency services when transportation is outside the scope of detention services. Such non-emergency services include, but are not limited to, court appearances, ongoing medical, dental, or mental-health treatments that require outside personnel or facilities. RSIC will be responsible for all costs associated with treatments provided.

3.9. Washoe County agrees that an RSIC juvenile will receive detention services in the same manner and consistent with the other juveniles housed at Wittenberg Hall.

3.10. Incorporated Documents:

Washoe County and the RSIC agree that the following document is incorporated into this Agreement:
Exhibit A— Wittenberg Hall Risk Assessment Instrument.

3.11. The Contractor will accept juvenile tribal persons who have committed violations of tribal criminal law and who are arrested by Reno-Sparks Indian Colony Tribal Police.

3.12. The Contractor agrees to house RSIC inmates subject to the same conditions as any other person lodged within the facility.

3.13. The Agency making the arrest shall be responsible for transporting RSIC arrestees/prisoners to the contract detention facility and to/from court hearings if outside of the Jan Evans Juvenile Justice Center.

3.14. Quality of Services Provided by the Contractor:

The Contractor will provide safe and secure Juvenile Correctional/Detention Services that are conducted in an institutional environment that is sanitary and humane utilizing best practices for Juvenile Correctional/Detention programs.

3.15. Any unusual incident which affects any RSIC inmate/prisoner held under this agreement is to be reported to the RSIC or designee within twenty-four (24) hours of occurrence. If the incident resulted in death, serious injury or medical condition, escape, or change of location of the prisoner, the Contractor will immediately notify the RSIC or designee.

Emergency Contacts:

Chief Jarrod Nunes
Reno-Sparks Indian Colony Police
405 Golden Lane
Reno, NV 89502
(775) 785-8776

SECTION 4 - MEDICAL

4.1. Whenever feasible and practicable, medical, mental, and dental needs of RSIC detainees, who are enrolled members of a Federally recognized Tribe, shall be provided by the Indian Health Service (IHS) or a tribal health care facility/provider.

4.2. RSIC shall arrange for the routine transportation of tribal prisoners/inmates for all non-emergency medical/behavioral health appointments.

4.3. In emergency situations, the Contractor may utilize appropriate transportation, i.e., ambulance, and the Contractor shall notify RSIC or designee of the emergency. With respect to any services provided

outside the Facility, neither the County nor Juvenile Services staff will be deemed an agent or service provider for the RSIC.

4.4. In case of extreme emergency where IHS services are not practicable, the Contractor may obtain care for prisoners at local, Federal, or State facilities as the emergency dictates. In such instances, the care provider will be advised by the Contractor to contact the nearest IHS