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

COUNTY OF CLARK:

BY: _____
MICHAEL NAFT, CHAIR
Clark County Commissioner

DATE: _____

ATTEST:

BY: _____
LYNN MARIE GOYA
County Clerk

DATE: _____

APPROVED AS TO FORM:
Steven Wolfson, District Attorney

Sarah Schaerrer
Sarah Schaerrer (Jun 29, 2026 14:39:30 PDT)
BY: _____
SARAH SCHAERRER
Deputy District Attorney

DATE: 06/29/2026

NYE COUNTY:

BY: _____
RON BOSKOVICH
Nye County Board of County Commissioners, Chair

DATE: _____

BY: _____
HONORABLE JUDGE ROBERT W. LANE
Fifth Judicial Court, District Judge Dept. 2

DATE: 6-8-2026

BY: _____
CORI FRIEDHOF
County Clerk

DATE: 6-18-26

BY: _____
ADAM MCCAULEY
Chief Probation Officer, Fifth Judicial Court Probation
Fifth Judicial Court

DATE: June 4, 2026

BY: _____
~~BRIAN KUNZI~~ BRADLEY RICHARDSON
Nye County ~~District Attorney~~ CHIEF DEPUTY DISTRICT ATTORNEY

DATE: JUNE 4, 2026

ARTICLE X: LAW OF VENUE

AGREEMENT shall be governed by the laws of the State of Nevada.

ARTICLE XI: SUSPENSION AND TERMINATION

Suspension. COUNTY may suspend performance by AGENCY under this AGREEMENT up to 90 calendar days as COUNTY, at its sole discretion, may prescribe by providing written notice to AGENCY. AGENCY shall not perform further work under this AGREEMENT as of the effective date of suspension. AGENCY may not resume performance, unless and until COUNTY issues written notice to resume performance.

Termination for Convenience. Either party has the right to terminate this AGREEMENT for convenience by giving the other party hereto thirty (30) calendar day's written notice of intent to terminate.

Termination for Cause. This AGREEMENT may be terminated for cause by either party in the event of substantial failure of the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party; but only after the other party is given not less than thirty (30) calendar days written notice of intent to terminate; and an opportunity for consultation with the terminating party prior to termination. Neither party shall be considered in default in the performance of its obligations hereunder, to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of AGENCY'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within AGENCY'S control. If after termination for cause it is determined that AGENCY has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.

Process. The rights and remedies of COUNTY and AGENCY provided in this section are in addition to any other rights and remedies provided by law or under this AGREEMENT.

1. Upon receipt by AGENCY of a suspension or termination notice, or delivery by AGENCY of a termination notice, AGENCY shall promptly discontinue all services affected (unless COUNTY'S notice directs otherwise) and deliver or otherwise make available to COUNTY, copies of all deliverables completed pursuant to the schedule set forth in Article I, Scope of Work.
2. In the event this AGREEMENT is terminated by AGENCY, AGENCY acknowledges that its termination may affect COUNTY'S consideration of AGENCY for future projects.
3. In the event of termination of this AGREEMENT, AGENCY is eligible for compensation earned based on actual costs or the percentage of work completed, as fairness dictates, less all previous payments. COUNTY will pay AGENCY for work performed up to and including the date on which AGENCY discontinued or should have discontinued all services as determined by paragraph 1. No payment shall be allowed for anticipated profit on performed or unperformed services or other work. Any payment due to AGENCY may be adjusted to the extent COUNTY incurs additional costs by reason of AGENCY'S default. The final invoice for all work completed as of the date of termination, shall be received by COUNTY within sixty (60) calendar days after date of termination.
4. Upon termination, COUNTY may take over the work and prosecute the same to completion by contract with another party or otherwise.

Population: AGENCY shall not exceed six (6) detained juveniles at COUNTY Juvenile Detention Center or five (5) juveniles at SMYC at any given time. This population cap includes any combination of both male and/or female juveniles.

AGENCY agrees to pay the invoice within forty-five (45) days of the statement date.

Invoices shall be submitted as follows: John Muñoz – Director, 601 N. Pecos Road, Las Vegas NV 89101.

ARTICLE IV: AMENDMENT / ENTIRE AGREEMENT

Amendment to AGREEMENT may be made only upon mutual consent in writing, by the parties hereto and executed with the same formality attending the original. Executed AGREEMENT, together with any attachments, contains the entire agreement between COUNTY and AGENCY relating to the rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of agreement not expressly set forth in AGREEMENT are of no force or effect.

ARTICLE V: ASSIGNMENTS

Neither party may assign or delegate all or any part of AGREEMENT without the written consent of both parties and executed with the same formality as attending this original.

ARTICLE VI: NOTICES

Any notice required or permitted to be given hereunder shall be in writing and shall either be delivered personally to the party to whom such notice is given, or sent to it by United States registered or certified mail, postage prepaid and return receipt requested, addressed or delivered to such party at the address or addresses designated below (or such other address or addresses as may hereafter be designated by a party) by written notice to the other party:

To COUNTY:	Attention: John Muñoz, Director 601 N. Pecos Road Las Vegas, Nevada 89101
To AGENCY	Attention: Adam McCauley, Chief Juvenile Probation Officer 1520 E. Basin Avenue, Ste. 106 Pahrump, Nevada 89060

ARTICLE VII: POLICIES AND PROCEDURES

AGENCY agrees to abide by all quality assurance, utilization review, peer review and consultation, standardized reporting, credentialing, and policies and procedures mutually established by COUNTY and AGENCY.

ARTICLE VIII: INSURANCE

AGENCY agrees to maintain, at its own expense, general liability and medical malpractice insurance, through a self-funded program, on its employees and officers.

ARTICLE IX: WAIVER AND SEVERABILITY

Any waiver of a breach of any provision of AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision. In the event any provision of AGREEMENT is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature or declared null and void by any court of competent jurisdiction or is found to be in violation of State Statutes and/or regulations, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the non-compliance. The remainder of the provisions of AGREEMENT not in question shall remain in full force and effect.

9. AGENCY acknowledges it is responsible for any damage to the facility caused by the juvenile under AGENCY jurisdiction. AGENCY understands any juvenile detained or placed in COUNTY must follow the rules of the facility, furthermore, the Fifth Judicial District Court's staff must comply with all policies of the facility to include, but not limited to safety, security, transportation, Prison Rape Elimination Act (PREA), and restraints.

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

11. Nothing contained in this contract shall be 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 either party whatsoever with respect to the indebtedness, liabilities, and obligations of the other party.

12. Neither party nor its employees, agents, and/or representatives shall be considered employees, agents, or representatives of the other party.

13. COUNTY will have no responsibility to pick up or deliver any juvenile to any person(s) or services. All transportation of detained juveniles or juvenile placed at SMYC, to and from COUNTY for any purpose is the responsibility of AGENCY unless an emergency requires immediate transportation by personnel from COUNTY.

14. COUNTY agrees to bill AGENCY monthly for the costs associated with the detention, placement, housing and care of each juvenile under the Fifth Judicial District Court's jurisdiction and AGENCY agrees to pay the invoice within forty-five (45) days of the statement date.

15. AGENCY agrees to employ a twenty-four (24) hour "on-call" agent or court officer or provide other contact information in the event assistance is needed with juvenile(s) from the Fifth Judicial District Court's jurisdiction.

ARTICLE II: TERM OF AGREEMENT

The initial term of AGREEMENT shall be from July 1, 2026 through June 30, 2027. Thereafter, unless terminated pursuant to the provisions contained herein, the term of the AGREEMENT will automatically renew for one (1) year terms, through June 30, 2031.

ARTICLE III: PRICE, PAYMENT, AND SUBMISSION OF INVOICE

AGENCY agrees to pay COUNTY $350.00 per day for each juvenile under the jurisdiction and control of AGENCY housed or detained in COUNTY juvenile detention center or SMYC. A day is defined as four (4) hours or more in juvenile detention or SMYC within the twenty-four-hour period beginning at 12:00 a.m. and ending at 12:00 a.m. on the following day. COUNTY agrees that if the juvenile is housed for less than twelve (12) hours because AGENCY is notified by COUNTY to remove the juvenile due to overcrowding, or other matter requiring removal, AGENCY will incur only half the daily cost for the detention of the juvenile(s) on the removal date ($175.00).

AGENCY agrees to reimburse COUNTY for the cost of care of each juvenile and the payment of all associated costs resulting from the detention of the Fifth Judicial District Court's juvenile(s). AGENCY agrees to pay for all out-of-facility medical expenses. AGENCY agrees to pay for additional costs associated with treatment provided within the facility by the contracted health Authority of the facility.

3. COUNTY reserves the right to refuse admittance of any juvenile under the jurisdiction and control of AGENCY. Refusal may occur; the occurrences of refusal may include but are not limited to the following events or criteria:

    a. COUNTY Juvenile Detention Center or SMYC reaches capacity.

    b. Juveniles referred do not adequately meet the detention criteria set forth, in the identified detention eligibility assessment screening.

    c. Juveniles placed at SMYC need a court placement order and are required to pass a COUNTY medical exam. Parents or legal guardians must complete a SMYC Parent Orientation Packet prior to being placed at SMYC. AGENCY will provide a current Youth Level Screening Instrument prior to placement. Juveniles placed at SMYC must meet the SMYC placement criteria. SMYC may deny placement if deemed inappropriate.

    d. Detention or SMYC placement shall be revoked for major rules violations or crimes committed by AGENCY juveniles. COUNTY Juvenile Justice Services Detention Services Policies and Procedures Manual or the SMYC Standard Operating Procedures Manual (provided by email including future updates).

4. COUNTY reserves the right to require AGENCY to promptly remove any juveniles under the jurisdiction of the Fifth Judicial District Court, and thus AGENCY agrees to remove the juveniles upon the request of COUNTY.

5 Neither COUNTY nor AGENCY shall discriminate as to juveniles placed in COUNTY Juvenile Detention Center or SMYC for the reason of race, color, creed, or national origin.

6 AGENCY is responsible for all housing related costs which may include, but are not limited to, medical/psychological evaluations, transportation, out of facility medical care; out-of-facility physical examinations, prescription medications, or any other costs associated with the detention of any and all of the Fifth Judicial District Court's juveniles referred for housing at COUNTY Juvenile Detention Center or SMYC.

7. AGENCY shall inform the Manager of the COUNTY Detention Services of any known or suspected special problems regarding any of the Fifth Judicial District Court's youth prior to transporting said juvenile to the facility. AGENCY Juvenile Probation Officers and other designated staff shall use COUNTY's detention eligibility screening assessment to determine eligibility for detention placement. Furthermore, consent for detention placement must be achieved by COUNTY through its COUNTY Juvenile Detention Center staff prior to any transportation of AGENCY juveniles to COUNTY Juvenile Detention Center.

8. AGENCY shall inform the SMYC Manager of any known or suspected special problems regarding any of the Fifth Judicial District Court's youth prior to transporting said juvenile to the facility. AGENCY Juvenile Probation Officers and other designated staff shall use the Youth Level Screening Instrument to determine eligibility for placement. Furthermore, consent for placement must be achieved by COUNTY through the SMYC Manager prior to any transportation of AGENCY juveniles to SMYC.

togetherforbetter

CBE NO. 607949-26

INTERLOCAL AGREEMENT FOR TEMPORARY HOUSING OF JUVENILES

This INTERLOCAL AGREEMENT hereinafter referred to as "AGREEMENT" is entered into on this _____ day of _____, 2026 by and between CLARK COUNTY, Nevada, hereinafter referred to as "COUNTY" and NYE COUNTY Juvenile Probation Department, hereinafter referred to as "AGENCY" for TEMPORARY HOUSING OF JUVENILES.

WITNESSETH:

WHEREAS, NRS 277.180 authorizes 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;

WHEREAS, COUNTY owns and operates COUNTY Juvenile Detention Center, a secured juvenile detention facility located at 651 N. Pecos Road, Las Vegas NV 89101 and the Spring Mountain Youth Camp (SMYC) located at 2400 Angel Peak Place, Las Vegas NV 89124. COUNTY Juvenile Detention Center and SMYC are equipped to provide safe and secure housing for eligible juvenile detainees or youth placement;

WHEREAS, it is sometimes necessary for AGENCY to temporarily house eligible juvenile detainees in COUNTY Juvenile Detention Center or placement for youth at SMYC; and

WHEREAS, COUNTY is willing to allow juveniles under the jurisdiction and care of AGENCY to be temporarily detained and housed at COUNTY Juvenile Detention Center or placement at SMYC under the terms and conditions herein stated;

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I: SCOPE OF WORK

AGREEMENT sets forth:

1. COUNTY will allow male and female juveniles under the jurisdiction or control of AGENCY to be temporarily detained and housed in COUNTY Juvenile Detention Center and will provide such juveniles with clothing, meals, education, recreation and other services as are provided for the other juveniles detained in COUNTY Juvenile Detention Center and will treat all such juveniles in the same manner as other juveniles housed in said facility, in accordance with the rules and regulations established for the operation of COUNTY Juvenile Detention Center.

2. COUNTY will allow male juveniles under the jurisdiction or control of AGENCY to be placed at SMYC and will provide such juveniles with clothing, meals, education, recreation, and other services as are provided for other juveniles placed at SMYC. Staff will treat all such juveniles in the same manner as other juveniles housed in SMYC, in accordance with the rules and regulations established for the operation of SMYC.