

Assessor's Parcel Number: N/A

Date: MARCH 12, 2015

Recording Requested By:

✓ Name: SCOTT SHICK, JUVENILE PROBATION

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



00009597201508582670050058

KAREN ELLISON, RECORDER

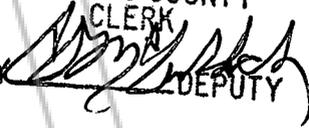
COOPERATIVE AGREEMENT #2015.056
(Title of Document)

FILED

NO. 2015.056

2015 MAR 12 PM 12:26

DOUGLAS COUNTY
CLERK

BY  DEPUTY

COOPERATIVE AGREEMENT
between
DOUGLAS COUNTY
and
WESTERN NEVADA REGIONAL YOUTH CENTER

RECITALS

THIS AGREEMENT is made and entered into by and between Douglas County (hereinafter "Douglas County") and the Western Nevada Regional Youth Center (hereinafter "WNRVC", political subdivisions of the State of Nevada.

WHEREAS, Douglas County has contracted with a Three Peaks Therapy, LLC, to facilitate counseling sessions with Douglas County youth and their families while involved with Douglas County Juvenile Probation; and

WHEREAS, WNRVC desires to have the same Marriage and Family Therapist or MFT's or clinicians work with Douglas County youth placed in WNRVC during their placement and after the youth have been released from WNRVC; and

WHEREAS, it would be an efficient utilization of governmental resources to have the Douglas County's contracted clinicians, Lance Crowley, M.A or Mary Wolery, Ed. S., through Three Peaks Therapy, LLC, work with Douglas County youth placed at WNRVC and upon their release; and

WHEREAS, Nevada Revised Statutes 277.180 authorized Douglas County and WNRVC to enter into an Interlocal Agreement to provide these services.

NOW THEREFORE, the parties mutually agree as follows:

1. EFFECTIVE DATE OF AGREEMENT. The Agreement will be affective when signed by the governing boards of both parties. The term of this Agreement is from July 1, 2015 through June 30, 2016. The Agreement will be renewed automatically for a period of two (2) years, unless either Party provides written notice that it does not intend to renew the Agreement at least thirty (30) days prior to the termination date of June 30, 2016.

2. SCOPE OF SERVICES.

A. Douglas County will assign its contracted psychologist clinicians to WNRVC. The clinicians' duties are attached as Exhibit A, Scope of Work.

B. WNRVC will pay all costs associated with the proportion of the clinicians' time attributable to services provided by the clinicians to Douglas County juveniles placed at WNRVC and upon their release form WNRVC. The yearly attributable portion is \$50,000.00. WNRVC will use the Douglas County WNRVC account, provided in

NRS 62B.160, NRS 354.59818 and NRS 354.59819, for the clinicians contractual amount.

3. PAYMENT TO THREE PEAKS THERAPY, LLC. Douglas County shall pay the cost of the services provided by Three Peaks Therapy, LLC under this agreement through the terms and conditions agreed to in the contract for services of independent contractor between Douglas County and Three Peaks Therapy, LLC.

4. 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.

5. INDEMNIFICATION. To the fullest extent of limited liability as set forth in paragraph (4) of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's right to participated, the other 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 party, its officers, employees and agents.

6. NOTICES. All notices or other information that is to be submitted to a party shall be sent to the following addresses:

DOUGLAS COUNTY
Scott Shick, Chief JPO Officer
P.O.Box 218
Minden, NV 89423

WNRYS
Jackie Weatherspoon Dir.
PO Box 330
Silver Springs, NV 89429

7. MODIFICATION OF AGREEMENT. This agreement constitutes the entire agreement between the parties and may only be modified by a written amendment signed by the parties.

8. SEVERABILITY. In the event that any provision of this agreement is deemed invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the other remaining provision.

9. CONSTRUCTION OF AGREEMENT. This agreement shall be construed and interpreted according to the laws of the State of Nevada.

10. TERMINATION OF AGREEMENT. This agreement may be revoked without cause by either party, provided that a revocation shall not be effective until 30 days after a party has served written notice upon the other party

11. NO APPROPRIATION OF FUNDS. All payments and services provided under this agreement are contingent upon the availability of the necessary public funding. In the event that either WNRVC or Douglas County does not receive the funding necessary to perform in accord with the terms of this Agreement, this Agreement shall automatically terminate and all fees due and owing shall be paid.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WESTERN NEVADA REGIONAL
YOUTH CENTER

DOUGLAS COUNTY, NEVADA



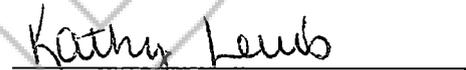
District Court Judge
WNRVC Oversight Board



Chairman - Doug N. Johnson
Board of Commissioners

Attest:

Attest:



Clerk

EXHIBIT A

SCOPE OF WORK

1. Individual counseling for high risk drug and alcohol clients prior to WNRYC placement
2. Group counseling for high risk clients prior to WNRYC placement
3. Family counseling for high risk clients prior to WNRYC placement
4. Individual counseling for clients placed in WNRYC treatment program
5. Family counseling for clients placed in WNRYC treatment program
6. Individual counseling for clients after completing WNRYC treatment program
7. Group counseling for clients after completing WNRYC treatment program
8. Family counseling for clients after completing WNRYC treatment system

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

12th day of SEPTEMBER 2015
[Signature] Deputy