

**Recorder's Office Cover Sheet**

**Recording Requested By:**

**Name:** Mike Torres

**Department:** Juvenile Probation



KAREN ELLISON, RECORDER

**Type of Document: (please select one)**

- Agreement**
- Contract**
- Grant**
- Change Order**
- Easement**
- Other**

**specify:** \_\_\_\_\_

FILED

NO. 2022.034

3/7/22  
DATE

DOUGLAS COUNTY CLERK  
MINDEN, NV

BY [Signature] DEPUTY

**FIRST AMENDMENT  
TO THE  
SECOND AMENDED INTERLOCAL AGREEMENT  
FOR THE  
WESTERN NEVADA REGIONAL YOUTH CENTER**

This First Amendment ("Amendment") to the Second Amended Interlocal Agreement ("Agreement") is made on this 24 day of January, 2022, by and between Carson City, Churchill County, Douglas County, Lyon County, Storey County ("County" or "Counties"), and the First Judicial District, Third Judicial District, Ninth Judicial District, and Tenth Judicial District of the State of Nevada ("District" or "Districts"). The Counties and Districts may be individually referred to as a "Party" and collectively referred to as the "Parties."

**RECITALS:**

WHEREAS, the Western Nevada Regional Youth Center ("WNRVC"), the Counties, and the Districts desire WNRVC to work toward compliance with the Prison Rape Elimination Act of 2003, as may be amended, 34 USC §§ 30301 through 30309 ("PREA"); and

WHEREAS, the United States Department of Justice has promulgated the National Standards to Prevent, Detect, and Respond to Prison Rape; Final Rule, effective on August 20, 2012, as may be amended, 28 CFR Part 515;

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the Parties agree to amend the Agreement as follows:

**1. Original Agreement.**

All provisions of the Agreement shall remain in full force and effect.

**2. Amendments.**

The following provisions are added to the Agreement:

**V. PREA COMPLIANCE**

a. Within 2 years of the date of this Amendment, WNRVC will:

1. be PREA compliant and provide proof of this compliance via a PREA audit, which must be performed at least once every three years by a Federally certified PREA auditor;  
or

2. be working toward PREA compliance with an identified action plan and specified timelines, as established by a PREA audit.

b. The requirements of this Amendment are in addition to the requirements of PREA; nothing in this Amendment shall relieve WNRVC of complying with all applicable PREA

requirements.

c. To ensure PREA requirements are being maintained, WNRYC will permit assessments by, or on behalf of, any County or District in non-audit years, including onsite visits, facility observations, interviews of staff and youth, and reviews of documents and policies.

d. WNRYC shall conduct an administrative investigation of all reports of sexual victimization, as defined by PREA. The administrative investigation:

1. must be completed within 30 days of the date of the incident.
2. must be documented in a written report that includes a description of the physical, testimonial, and documentary evidence, the reasoning behind credibility assessments, and investigative facts and findings;
3. must include any documentary evidence as an attachment, where feasible; and
4. must include a determination of whether staff actions or failures to act contributed to the victimization.

e. WNRYC shall aggregate the incident-based sexual abuse data at least annually and provide an annual summary or report of such data, including a summary of all reports of sexual victimization and the results of all administrative investigations, to the County District Attorneys and to the Districts.

f. Should any administrative investigation substantiate the report of sexual victimization, WNRYC shall complete Form SSV-IJ, the Survey of Sexual Victimization for substantiated incidents involving a juvenile. WNRYC will, within 40 days of the date of the incident, provide to each County District Attorney and the Districts:

1. the completed Form SSV-IJ; and
2. all administrative investigations tied to the incident.

g. If any criminal prosecution is initiated, the County District Attorney initiating the prosecution will inform the other County District Attorneys, and the District Attorneys in those Counties whose Districts have jurisdiction over the crime will work together to designate a lead agency and venue.

h. If an employee, a contracted vendor, or an employee of a contracted vendor will have contact with any youth resident at WNRYC, WNRYC shall, before hiring the employee or allowing a contracted vendor or the vendor's employees on-site, conduct a background check of the employee, vendor, or employee of the vendor that includes:

1. an FBI and State fingerprint-based criminal background check;
2. a state and national Child Abuse and Neglect Registry check; and
3. a state and national Sex Offender Registry check.

i. If any existing WNRYC employees, contracted vendors, or employees of a contracted vendor that have contact with any youth resident at WNRYC have not undergone the background check required in the preceding section, WNRYC shall conduct such a background check of each employee, contracted vendor, or employee of a contracted vendor within the first 6 months after the effective date of this Agreement.

j. WNRYC shall conduct an additional background check of each employee, contracted vendor, or employee of a contracted vendor that has contact with any youth resident at WNRYC at least once every 5 years.

k. At least once each year, each WNRYC employee, contracted vendor, or employee

of a contracted vendor that has contact with any youth resident at WNRYS shall undergo training on their responsibilities under WNRYS's sexual abuse and sexual harassment prevention, detection, and response policies and procedures. The training must be commensurate to each employee's, contracted vendor's, or contracted vendor employee's level of contact with the youth residents of WNRYS.

k. At least once each year, each WNRYS employee, contracted vendor, or employee of a contracted vendor that has contact with any youth resident at WNRYS shall sign a document attesting to the fact that he or she has not:

1. engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution;

2. been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or where the victim did not consent or was unable to consent or refuse;

3. been civilly or administratively adjudicated to have engaged in the activity described in subsections 1 or 2;

4. been adjudicated as having engaged in any type of inmate Sexual Harassment, including as a staff member, volunteer, contractor, or as any type of service provider coming in contact with an inmate in the facilities mentioned in subsection 1.

l. For the purposes of the previous section, Sexual Harassment includes but is not limited to:

1. repeated verbal comments of a sexual nature to an inmate;

2. demeaning references to gender;

3. derogatory comments about a person's body or clothing; or

4. repeated profane or obscene language or gestures.

**3. Required Approvals.**

This Amendment must be approved by the governing body of each County and by each District.

**4. Counterparts.**

This Amendment may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

*(The remainder of this page is purposefully left blank; the signature page begins on the next page.)*

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date written above.

CARSON CITY  
BOARD OF SUPERVISORS

By: Lois Bagwell  
Mayor

Approved as to form:

By: [Signature]  
District Attorney

LYON COUNTY  
BOARD OF COUNTY COMMISSIONERS

By: [Signature]  
Chair

Approved as to form:

By: [Signature]  
District Attorney

STOREY COUNTY  
BOARD OF COUNTY COMMISSIONERS

By: [Signature]  
Chair

Approved as to form:

By: Anne M Langer  
District Attorney

CHURCHILL COUNTY  
BOARD OF COUNTY COMMISSIONERS

By: [Signature]  
Chair

Approved as to form:

By: [Signature]  
District Attorney

DOUGLAS COUNTY  
BOARD OF COUNTY COMMISSIONERS

By: [Signature]  
Chair

Approved as to form:

By: [Signature]  
District Attorney

✶ FIRST JUDICIAL DISTRICT

By: Jan T. Russell  
District Judge

THIRD JUDICIAL DISTRICT

By: [Signature]  
District Judge

NINTH JUDICIAL DISTRICT

By: [Signature]  
District Judge

TENTH JUDICIAL DISTRICT

By: [Signature]  
District Judge

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

9th day of March, 2022

By: Janey Balds Deputy