

**City of Carson City
Agenda Report**

Date Submitted: May 6, 2011

Agenda Date Requested: May 19, 2011

Time Requested: Consent

To: Mayor and Supervisors

From: Maxine Cortes, Court Administrator

Subject Title: Action to approve the First Judicial District Court proposed budget for fiscal year 2012 for reimbursement from the State Child Support Enforcement Program in the amount of \$19,157.00.

Staff Summary: On March 17, 2011, the Board of Supervisors approved an Interlocal contract between the State of Nevada acting by and through its Department of Health and Human Services, Division of Welfare and Supportive Services, the First Judicial District Court and Storey County and the City of Carson City to recruit and appoint court masters to hold child support hearings and other matters properly related thereto. Each fiscal year, the First Judicial District Court must submit budget requests to the State of Nevada. The fiscal year 2012 budget must be approved by the Board of Supervisors to receive reimbursement from the State of Nevada and to ensure budgets approved by the state are consistent with budgets approved by the Board of Supervisors.

Type of Action Requested: (check one)

Resolution

Ordinance

Formal Action/Motion

Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve the First Judicial District Court proposed budget for fiscal year 2012 for reimbursement from the State Child Support Enforcement Program in the amount of \$19,157.00.

Explanation for Recommended Board Action: City of Carson City will receive an estimated reimbursement in the amount of \$19,157.00 from the Department of Health and Human Services, Division of Welfare and Supportive Services, for City employees who are assigned to assist in the adjudication process of child support matters.

Applicable Statue, Code, Policy, Rule or Regulation: NRS 277.180 Interlocal contracts.

1. Any one or more public agencies may 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.

2. If it is reasonably foreseeable that a public agency will be required to:

(a) Expend more than \$25,000 to carry out a contract, the contract must:

(1) Set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties;

(2) Be ratified by appropriate official action of the governing body of each party to the contract as a condition precedent to its entry into force;

(3) If an agency of this State is a party to the contract, be approved by the Attorney General as to form and compliance with law; and

(4) Be in writing.

(b) Expend \$25,000 or less to carry out a contract, each participating public agency shall maintain written documentation of the terms of the contract for at least 3 years after the date on which the contract was entered into.

3. The authorized purposes of agreements made pursuant to subsection 1 include, but are not limited to:

(a) The joint use of hospitals, road construction and repair equipment, and such other facilities or services as may and can be reasonably used for the promotion and protection of the health and welfare of the inhabitants of this State.

(b) The joint use of county and city personnel, equipment and facilities, including sewer systems, drainage systems, street lighting systems, fire alarm systems, sewage disposal plants, playgrounds, parks and recreational facilities, and public buildings constructed by or under the supervision of the board of county commissioners or the city council of the county and city concerned, upon such terms and agreements, and within such areas within the county as may be determined, for the promotion and protection of health, comfort, safety, life, welfare and property of the inhabitants of the counties and cities.

(c) The joint employment of clerks, stenographers and other employees in the offices of the city and county auditor, city and county assessor, city and county treasurer, or any other joint city and county office existing or hereafter established in the several counties, upon such terms and conditions as may be determined for the equitable apportionment of the expenses of the joint city and county office.

(d) The joint and cooperative use of fire-fighting and fire-protection equipment for the protection of property and the prevention and suppression of fire.

(e) The joint use of county and city personnel, equipment and facilities, upon such terms and conditions, and within such areas within the county as may be determined, for the promotion and protection of the health of the inhabitants of the county and city through the regulation, control and prohibition of the excessive emission of dense smoke and air pollution.

(f) The joint and cooperative use of law enforcement agencies.

(g) The joint use or operation of a system of public transportation.

4. Each public agency which has entered into an agreement pursuant to this section shall annually at the time of preparing its budget include an estimate of the expenses necessary to carry out such agreement, the funds for which are not made available through grant, gift or other source, and provide for such expense as other items are provided in its budget. Each such public agency may furnish property, personnel or services as necessary to carry out the agreement.

(Added to NRS by 1965, 1334; A 1967, 699; 1973, 1077; 1999, 2173; 2001, 808, 1080, 1083; 2007, 499)

Fiscal Impact: Reimbursement to the General Fund in the amount of \$19,157.00.

Funding Source: n/a

Supporting Material: First Judicial District Court's proposed fiscal year 2012 budget.
Prepared By: Max Cortes, Court Administrator

Reviewed By: James T. Russell Date: 5/4/11
(James T. Russell, First Judicial District Court Judge, Dept I)
James E. Wilson Jr. Date: 5/4/11
(James E. Wilson Jr., First Judicial District Court Judge, Dept II)
[Signature] Date: 5-10-11
(City Manager)
[Signature] Date: 5/10/11
(District Attorney)
[Signature] Date: 5/10/11
(Finance Director)

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____

(Vote Recorded By)

First Judicial District Court Budget for 07/01/2011 - 06/30/2012

| Position | Salary 07/01/11 - 06/30/12 | Fringe Benefits | IVD Activity and % of Time Spent Annually | Non IVD Activity and % of Time Spent Annually | Annual Salary/Benefits Apportioned to IVD Activities |
|----------------------------|-------------------------------|-----------------|---|--|--|
| (1) Special Hearing Master | \$ 104,104 | \$ 35,508 | Court Prep: 3.88% Hearings: 4.49% Review/Orders: .49% TOTAL: 8.86% | Juvenile Court Master: 91.14% | Salary: \$ 9,224 Fringe: \$ 3,172 Total: \$ 12,396 |
| (1) Interpreter Services | \$ 61,050 | \$ 24,290 | Clerical/Courtroom Interpreting: .50% | Clerical Work: 99.50% | Salary: \$ 305 Fringe: \$ 121 Total: \$ 426 |
| (1) Security | \$ 36,121 | \$ 4,184 | Courtroom Security: 4.49% | Courthouse/Courtroom Security: 95.51% | Salary: \$ 1,622 Fringe: \$ 188 Total: \$ 1,810 |
| (1) Court Clerk | \$ 40,237 | \$ 23,452 | Case Processing: 3.04% | Clerical Work: 96.96% | Salary: \$ 1,223 Fringe: \$ 714 Total: \$ 1,937 |
| (1) Court Clerk | \$ 36,847 | \$ 18,481 | Case Processing: 2.87% | Clerical Work: 97.13% | Salary: \$ 1,058 Fringe: \$ 530 Total: \$ 1,588 |
| Training/Travel | \$ 1,000.00 | | | | \$ 1,000 |
| Equipment | | | | | \$ - |
| Total | | | | | \$ 19,157 |