

**Carson City
Agenda Report**

Date Submitted: August 28, 2012

Agenda Date Requested: September 6, 2012

Time Requested: Consent

To: Board of Supervisors

From: Larry Werner, City Manager

Subject Title: For Possible Action: To adopt a resolution approving and authorizing the Mayor to sign the First Amendment to the 2012 Interlocal Agreement between Carson City, Churchill County, Douglas County, Lyon County, Storey County, the First Judicial District, the Third Judicial District, the Ninth Judicial District, for the operation of the Western Nevada Regional Youth Center (WNRYS) to add the Tenth Judicial District to the agreement.

Staff Summary: The Tenth Judicial District has been created as a separate judicial district covering Churchill County. Churchill County, a party to the interlocal agreement, was previously a member of the Third Judicial District Court.

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 adopt Resolution No. _____, a resolution approving and authorizing the Mayor to sign the First Amendment to the 2012 Interlocal Agreement between Carson City, Churchill County, Douglas County, Lyon County, Storey County, the First Judicial District, the Third Judicial District, the Ninth Judicial District, for the operation of the Western Nevada Regional Youth Center (WNRYS) to add the Tenth Judicial District to the agreement.

Explanation for Recommended Board Action: See Staff Summary.

Applicable Statute, Code, Policy, Rule or Regulation: N/A

Fiscal Impact: \$536,133.00 in FY 2013

Explanation of Impact: Carson City levies a property tax to pay for this expense per NRS 62B.160.

Funding Source: General Fund - Account # 101-0616-413-03-69

Alternatives: Do not adopt the resolution.

Supporting Material: Resolution and Amendment to the 2012 Interlocal Agreement for Western Nevada Regional Youth Center.

Prepared By: Janet Busse, City Manager's Office

Reviewed By: _____
(City Manager)

Date: 8/28/12

(District Attorney)

Date: 8/28/12

(Finance Director)

Date: 8/28/12

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)



BOARD OF COUNTY COMMISSIONERS

LYON COUNTY NEVADA

27 South Main Street
Yerington, Nevada 89447
Phone: (775)463-6531 Fax: (775)463-6533

Virgil Arellano
Ray Fierro
Vida Keller
Joe Mortensen
Chuck Roberts

Jeff Page
County Manager

August 17, 2012

Carson City
City Manager
201 N. Carson Street #2
Carson City, NV 89701

RECEIVED
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CARSON CITY
EXECUTIVE OFFICES

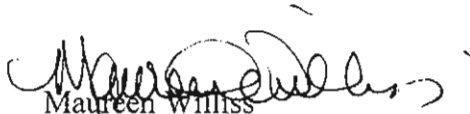
Ref: WNRYS – First Amendment to the 2012 Inter-local Agreement

Dear Mr. Werner:

Enclosed is an original inter-local agreement executed by Lyon County.

X Please place on your next available agenda and forward on to the next signatory.

Thank you,


Maureen Willis
Office Manager
775-463-6531

FIRST AMENDMENT TO THE 2012 INTERLOCAL AGREEMENT

FOR

WESTERN NEVADA REGIONAL YOUTH CENTER

RECITALS

WHEREAS, the Tenth Judicial District has been created as a separate judicial district covering Churchill County; and

WHEREAS, Churchill County is a party to the Western Nevada Regional Youth Center interlocal agreement; and

WHEREAS, the parties to the Western Nevada Regional Youth Center interlocal agreement desire to add the Tenth Judicial District to the agreement;

AMENDMENT

THEREFORE, the parties agree to the following amendments:

I. PURPOSE.

The primary purpose of this agreement is to provide for the operation of the Western Nevada Regional Youth Center, which will be operated as an arm of the First, Third, Ninth, and Tenth Judicial Districts.

II. ADMINISTRATION OF AGREEMENT.

A. Oversight Board. The Oversight Board shall be composed of one judge from the First Judicial District, one judge from the Third Judicial District, one judge from the Ninth Judicial District, and one judge from the Tenth Judicial District. The Oversight Board shall establish the policies and objectives for the Center and shall have ultimate control and authority over all aspects of the operation of the Center. Members of the Oversight Board shall select a chairman and vice chairman.

D. Employees. The administrator and all employees are at will employees of the First, Third, Ninth, and Tenth Judicial Districts. The administrator shall be selected by and shall serve at the pleasure of the Oversight Board. An interview committee shall interview all prospective employees and make a recommendation to the administrator. Employees shall be appointed by and shall serve at the pleasure of the administrator. The Oversight Board shall determine the powers, duties, and compensation or salary ranges of the administrator and facility employees and shall promulgate or approve necessary personnel policies and rules.

CARSON CITY BOARD
OF SUPERVISORS

Approved as to form:

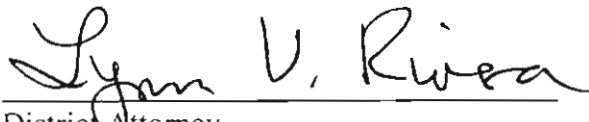
By: _____
Chairman

By: _____
District Attorney

LYON COUNTY BOARD
OF COUNTY COMMISSIONERS

Approved as to form:

By:  _____
Chairman

By:  _____
District Attorney

STOREY COUNTY BOARD
OF COUNTY COMMISSIONERS

Approved as to form:

By: _____
Chairman

By: _____
District Attorney

CHURCHILL COUNTY BOARD
OF COUNTY COMMISSIONERS

Approved as to form:

By: _____
Chairman

By: _____
District Attorney

DOUGLAS COUNTY BOARD
OF COUNTY COMMISSIONERS

Approved as to form:

By: _____
Chairman

By: _____
District Attorney

FIRST JUDICIAL DISTRICT

THIRD JUDICIAL DISTRICT

By: _____
District Judge

By: _____
District Judge

NINTH JUDICIAL DISTRICT

TENTH JUDICIAL DISTRICT

By: _____
District Judge

By: _____
District Judge

RESOLUTION NO. _____

A RESOLUTION ADOPTING AND APPROVING THE FIRST AMENDMENT TO THE 2012 INTERLOCAL AGREEMENT BETWEEN CARSON CITY, CHURCHILL COUNTY, DOUGLAS COUNTY, LYON COUNTY, STOREY COUNTY, THE FIRST JUDICIAL DISTRICT, THE THIRD JUDICIAL DISTRICT, AND THE NINTH JUDICIAL DISTRICT, FOR THE OPERATION OF THE WESTERN NEVADA REGIONAL YOUTH CENTER (WNRYS) TO ADD THE TENTH JUDICIAL DISTRICT TO THE AGREEMENT.

WHEREAS, any two or more public agencies may enter into cooperative agreements for the performance of any governmental function pursuant to NRS 277.080 to 277.180, inclusive; and,

WHEREAS, NRS 277.110 provides that every such agreement must be by formal resolution or ordinance of the governing body of each public agency included and must be spread at large upon the minutes, or attached in full thereto as an exhibit, of each governing body; and,

WHEREAS, the parties to the First Amendment to the Interlocal Agreement between Carson City, Churchill County, Douglas County, Lyon County, Storey County, the First Judicial District, the Third Judicial District, the Ninth Judicial District, and the Tenth Judicial District for the operation of the Western Nevada Regional Youth Center, desire to adopt and approve such agreement as required by NRS 277.110. A copy of the agreement is attached to this Resolution as Exhibit "A"; and,

WHEREAS, all parties to the First Amendment to the Interlocal Agreement between Carson City, Churchill County, Douglas County, Lyon County, Storey County, the First Judicial District, the Third Judicial District, the Ninth Judicial District, and the Tenth Judicial District are public agencies as defined by NRS 277.100;

NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of the First Amendment of the Interlocal Agreement between Carson City, Churchill County, Douglas County, Lyon County, Storey County, the First Judicial District, the Third Judicial District, the Ninth Judicial District, and the Tenth Judicial District for the operation of the Western Nevada Regional Youth Center are hereby adopted and approved; and

BE IT FURTHER RESOLVED that the First Amendment of the Interlocal Agreement between Carson City, Churchill County, Douglas County, Lyon County, Storey County, the First Judicial District, the Third Judicial District, the Ninth Judicial District, and the Tenth Judicial District for the operation of the Western Nevada Regional Youth Center shall be spread at large upon the minutes or attached in full thereto as an exhibit.

ADOPTED this _____ day of _____, 2012.

AYES: Supervisors _____

NAYES: Supervisors _____

ABSENT: Supervisors _____

Robert L. Crowell, Mayor

ATTEST:

Alan Glover, Clerk/Recorder

INTERLOCAL AGREEMENT

FOR

WESTERN NEVADA REGIONAL YOUTH CENTER

This Interlocal Agreement is made by and between Carson City, Churchill County, Douglas County, Lyon County, Storey County, the First Judicial District, the Third Judicial District, and the Ninth Judicial District. This agreement is in regards to the Western Nevada Regional Youth Center, which is an arm of the First, Third, and Ninth Judicial Districts.

RECITALS

WHEREAS, each of the parties are public agencies as defined in NRS 277.100 and are authorized under the Interlocal Cooperation Act NRS 277 .080-.180 to enter into agreements with other public agencies to perform any governmental service, activity, or undertaking which any of the contracting agencies is authorized by law to perform and to provide for the joint use of personnel and resources to permit the most efficient use of personnel and resources; and

WHEREAS, each party is authorized by the laws of this state to provide for the detention and care of juveniles in compliance with NRS ch. 62; and

WHEREAS, the First, Third, and Ninth Judicial Districts declare that the power of the Districts to provide for the detention and care of juveniles is delegated, to the extent necessary to carry out the terms of this agreement, to the committees or individuals specified in the agreement, but that the Districts specifically retain ultimate control and oversight over the exercise of those powers.

WHEREAS, by entering into this agreement the parties will all be able to provide more efficient services for the supervision and care of juveniles which will result in promotion of the health, comfort, safety, life, welfare and property of the inhabitants of each of the jurisdictions.

AGREEMENT

THEREFORE, in consideration of the mutual covenants set forth below, the parties agree as follows:

I. PURPOSE.

The primary purpose of this agreement is to provide for the operation of the Western Nevada Regional Youth Center, which will be operated as an arm of the First, Third, and Ninth Judicial Districts.

II. ADMINISTRATION OF AGREEMENT.

A. Oversight Board. The Oversight Board shall be composed of one judge from the First Judicial District, one judge from the Third Judicial District, and one judge from the Ninth Judicial District. The Oversight Board shall establish the policies and objectives for the Center and shall have ultimate control and authority over all aspects of the operation of the Center. Members of the Oversight Board shall select a chairman and vice chairman.

B. Operational Technical Committee. The Operational/Technical Committee (OTC) shall be composed of two representatives from each of the counties and Carson City. Members of the OTC shall select a chairman and vice chairman. The initial OTC representatives will be the county or city manager from Lyon County, Douglas County, Churchill County and Carson City, a representative designated by the Storey County Board of Commissioners, and the chief probation officer from each entity. Different or alternate representatives may be appointed by the board of county commissioners or supervisors for each entity. Each member of the OTC shall be at all times an officer or employee of a party to this agreement. If any member ceases to be an officer or employee of a party, a new member shall be promptly appointed by the board of county

commissioners or supervisors for each entity. The OTC is authorized to perform all acts necessary for the efficient functioning of this agreement including, but not limited to and to the extent it is not otherwise directed by the Oversight Board, of the following activities:

Coordinating the organization and administration of the Center; preparing and presenting reports to the Oversight Board and to boards of county commissioners or supervisors; coordinating applications for grants and assistance programs; establishing staffing and training standards, providing for supply requirements, and advising the administrator on appropriate actions or objectives; at least annually or more often evaluate the use of the Center by participants in this agreement or other entities; advising the administrator in the management of the internal affairs of the Center; determining the programs of education and training for juveniles at the Center; evaluating the performance of the administrator.

C. Governance and Meetings of the Oversight Board and OTC. Two members of the Oversight Board or five members of the OTC, respectively, shall constitute a quorum for the purposes of transacting business relating to the authority of the Board or the OTC and, unless otherwise provided in this agreement, the affirmative vote of the majority of the quorum and qualified shall effect adoption of any motion, resolution, order or action of the Board or the OTC. The Board and the OTC shall each select a chairperson and vice chairperson from its membership who shall each serve a one year term. The Board and the OTC shall each appoint a secretary who is not required to be a member of the Board and the OTC. The Board or the OTC may meet at any place within the boundaries of any of the counties or Carson City which are parties to this agreement. The Board shall hold at least one meeting each year and shall meet as often as the members deem necessary. The OTC shall hold at least one meeting each quarter and shall meet as often as the members deem necessary. Each meeting shall be conducted in compliance with the open meeting law. The Board or the OTC may adopt rules and regulations for the conduct of its

affairs that are not in conflict with this agreement.

D. Employees. The administrator and all employees are at will employees of the First, Third, and Ninth Judicial Districts. The administrator shall be selected by and shall serve at the pleasure of the Oversight Board. An interview committee shall interview all prospective employees and make a recommendation to the administrator. Employees shall be appointed by and shall serve at the pleasure of the administrator. The Oversight Board shall determine the powers, duties, and compensation or salary ranges of the administrator and facility employees and shall promulgate or approve necessary personnel policies and rules.

III. OBLIGATIONS OF THE PARTIES.

A. Funding and Budget. Funding responsibility for the operation of the Center will be allocated among the parties. The administrator of a regional facility for children shall calculate the assessment owed by each county pursuant to subsection 1 on or before March 1 of each year for the ensuing fiscal year. The assessment owed by each county equals:

- (1) The total amount budgeted for the operation of the facility by the OTC, minus any money received by another governmental entity to pay for fees for a child referred to the facility, divided by the averaged total annual number of treatment bed days used in the preceding three calendar years in all the member counties served by the facility, multiplied by the averaged total annual number of treatment bed days in the preceding three calendar years in the assessed county and multiplied by thirty-five percent (35%); and
- (2) The total amount budgeted for the operation of the facility by the OTC, minus any money received by another governmental entity to pay for fees for a child referred to the facility, divided by the averaged total annual school population in the most current three school

years in all the member counties served by the facility, multiplied by the amount that is the averaged total annual school population in the most current three school years in the assessed county and multiplied by sixty-five percent (65%).

Each county shall pay the required assessment to the treasurer of the county if the facility is operated by a county or to the administrative entity responsible for the operation of the regional facility for children in quarterly installments that are due on the first day of the first month of each calendar quarter. The money must be accounted for separately and may only be withdrawn by the administrator of the regional facility for children.

The board of county commissioners of each county may levy an ad valorem tax of not more than 5 cents on each \$100 of assessed valuation upon all taxable property in the county to pay the required assessment. The county may pay the assessment from revenue raised by a tax levied pursuant to this subsection, any other available money or a combination thereof.

The parties shall follow the provision of the NRS ch. 354 in preparing and executing a budget approved by the OTC and the Oversight Board. All funding contributions are contingent upon the availability to each county of the necessary funds. The obligation of each county shall be extinguished at the end of any fiscal year in which the County fails to appropriate monies for the ensuing fiscal year sufficient for the performance of the agreement, and the agreement shall terminate for the nonappropriating entity. Any revenues produced by the operation of the Center must be credited to each County or be deducted from the operating cost of the Center in the same proportion as the funding contribution for each County.

B. Ownership and Disposal of Property. Lyon County is the owner of the real property, including any buildings and fixtures for the duration of the agreement, and upon complete termination of the agreement. If Lyon County terminates its participation in the agreement, the remaining parties may utilize the property at no cost, and Lyon County may not do any act that

would divest the remaining parties from use of the real property until such time that the agreement is completely terminated.

Each county to the agreement will be granted a pro rata interest in the personal property of the Center based upon the average funding contribution of each entity over a five year period. This interest is for the purpose of disposing of the property upon termination of the agreement by all parties.

If fewer than all of the parties terminate their participation in this agreement, the terminating party will not be entitled to the recovery of any interest in any fees assessed for the current period or personal property interest created by this provision.

C. Gifts, Donations, and Bequests. Gifts, donations, and bequests of funds or property may be accepted on behalf of WYNRC by the OTC or the administrator if the OTC delegates that authority to the administrator.

D. Insurance. The Center shall provide property and liability insurance coverage in the name of the Western Nevada Regional Youth Center for the Center and its operations. Each of the other member entities shall be named as an additional insured as part of the coverage provided by the Center.

IV. GENERAL PROVISIONS.

A. Term and Termination. This agreement will be initially effective for a period of one year and will be automatically renewed from year to year thereafter unless a party provides a timely notice of termination. A party may terminate this agreement by giving notice in writing not later than October 1, nine months prior to the beginning of the new fiscal year that the party intends to withdraw, effective upon the close of the current fiscal year.

B. Modifications. This Agreement constitutes the entire agreement between the parties and may

only be amended or modified with the mutual consent of the parties hereto, which amendment or modification must be in writing, executed and dated by the parties hereto.

C. Entity Relationships and Indemnity. This Agreement is not intended to affect the legal liability of any party to the Agreement or the Western Nevada Regional Youth Center by imposing any standard of care other than the standard of care imposed by law. Each entity agrees that it shall not commence or maintain any litigation or lawsuit against another member entity for any matter related to this agreement and specifically agrees to waive all rights to commence or maintain any litigation or lawsuit against another member entity for any matter related to this agreement. The Western Nevada Regional Youth Center agrees that it shall, to the extent provided by Nevada law, fully indemnify and hold harmless all the other parties from any damage or liability occurring by reason of anything done or omitted to be done by Center or its respective officers or employees, under or in connection with any work, authority or jurisdiction delegated to or performed by it under this Agreement.

D. Effect on Other Agreements. This agreement shall not affect the rights, duties or obligations of any of the parties with respect to other preexisting agreements unless expressly provided herein. IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

E. General Savings Clause. In the event that any portion or term of this agreement is held to be unlawful by a court of competent jurisdiction, the remaining terms shall be given their full force and effect.