

**Carson City  
Request for Board Action**

**Date Submitted:** April 24, 2015

**Agenda Date Requested:** May 7, 2015

**Time Requested:** 15 Minutes

**To:** Mayor and Supervisors  
**From:** Ben Bianchi, Chief Juvenile Probation Officer

**Subject Title:** For Possible Action to approve a twenty percent (20%) "Juvenile Programming Assessment Fee" on revenue collected through the "INTERLOCAL CONTRACT FOR TEMPORARY HOUSING OF JUVENILES AT MURPHY BERNARDINI JUVENILE DETENTION CENTER." (*Ben Bianchi*)

**Staff Summary:** Revenue would be collected through the "INTERLOCAL CONTRACT FOR TEMPORARY HOUSING OF JUVENILES AT MURPHY BERNARDINI JUVENILE DETENTION CENTER," by the Carson City Juvenile Detention Services. Such revenues would result from the increase of the detention fees from \$125 to \$350 per day per juvenile other jurisdictions would pay to have their youths housed at the Murphy Bernardini Regional Juvenile Justice Center (Center). Detention services at the Center, besides housing, include feeding, supervision, schooling, and intervention programming. Detained youth at the Center also participate in recreational activities. The twenty percent (20%) "Juvenile Programming Assessment Fee" derived from payments under the "INTERLOCAL CONTRACT FOR TEMPORARY HOUSING OF JUVENILES AT MURPHY BERNARDINI JUVENILE DETENTION CENTER" would be used by the Carson City Juvenile Detention Services to develop and implement programming and services for detained youth, non-detained youth, and families to reduce juvenile delinquent behavior.

**Type of Action Requested:** (check one)

Resolution                       Ordinance – First Reading  
 Formal Action/Motion       Other (Specify)

**Does This Action Require A Business Impact Statement:**  Yes  No

**Recommended Board Action:** I move to approve a twenty percent (20%) "Juvenile Programming Assessment Fee" on revenue collected through the "INTERLOCAL CONTRACT FOR TEMPORARY HOUSING OF JUVENILES AT MURPHY BERNARDINI JUVENILE DETENTION CENTER" to be used by the Carson City Juvenile Detention Services to develop and implement programming and services for detained youth, non-detained youth, and families to reduce juvenile delinquent behavior.

**Explanation for Recommended Board Action:** The subject assessment fees collected would come from other jurisdictions utilizing the Center for their juveniles. Utilizing statistics from fiscal year 2013/2014, this would generate approximately \$49,140.00 annually in "Juvenile Programming Assessment Fee" revenue.

**Applicable Statute, Code, Policy, Rule or Regulation:** NRS 277.180.

**Fiscal Impact:** There would be no fiscal impact. The additional revenue collected from other jurisdictions through the "INTERLOCAL CONTRACT FOR TEMPORARY HOUSING OF JUVENILES AT MURPHY BERNARDINI JUVENILE DETENTION CENTER" would be approximately \$245,700.00 for the upcoming fiscal year. About \$49,140.00 therefrom, through the twenty percent (20%) "Juvenile Programming Assessment Fee," would not go into the general fund but would be

used by the Carson City Juvenile Probation Services as explained above.

**Explanation of Impact:** Utilizing statistics from fiscal year 2013/2014, with the proposed daily bed rate of \$350 per juvenile per day (\$245,700.00) subtracting the Juvenile Programming Assessment fee of 20% (\$49,140.00). The net gain for the general fund from the increased daily rate minus the assessment fee would be about \$108,810.00 annually.

**Funding Source:** Revenue collected through the "INTERLOCAL CONTRACT FOR TEMPORARY HOUSING OF JUVENILES AT MURPHY BERNARDINI JUVENILE DETENTION CENTER."

**Alternatives:** Do nothing. However, without the additional funding for community based programming/juvenile detention programming, youth would reside at the Center longer pending available services. Providing additional programs would decrease the need for secure detention for the youth of Carson City. As a result of fewer Carson City youth being detained, more vacant beds at the Center would be available to be contracted by other jurisdictions, which would allow for additional generated revenue.

**Prepared By:** Ben Bianchi, Chief Juvenile Probation Officer

Reviewed By: Ben Bianchi Date: 4/28/15  
 (Department Head)  
Lick Humano Date: 4/28/15  
 (City Manager)  
[Signature] Date: 4/28/15  
 (District Attorney)  
[Signature] Date: 4/28/15  
 (Finance Director)

**Board Action Taken:**

Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay  
 2) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

**Carson City Juvenile Probation Detention Beds**

Fiscal Year	Budget	Carson City Bed Days	Churchill County	Douglas County	Lyon County	Mineral County	Nye County	Parole	Storey County	Washoe County	Total Beds				Total General Fund Increase
												\$125	\$350.00	20%	
2014/2015 (as of 04/13/2015)	\$1,481,116.00	2412		4	146	11	11		123	3	2710	\$37,250.00	\$104,300.00	\$20,860.00	\$46,190.00
2013/2014	\$1,342,223.00	1832	8		252	24	253		165		2534	\$87,750.00	\$245,700.00	\$49,140.00	\$108,810.00
2012/2013	\$1,322,135.00	2367			78		23	32	1		2501	\$16,750.00	\$46,900.00	\$9,380.00	\$20,770.00
2011/2012	\$1,298,483.00	2351	52	1	320		61	17	12		2814	\$57,875.00	\$162,050.00	\$32,410.00	\$71,765.00

\* 2014/2015 YTD Expended \$1,005,349

**INTERLOCAL CONTRACT FOR TEMPORARY HOUSING OF JUVENILES  
AT MURPHY BERNARDINI JUVENILE DETENTION CENTER**

This Interlocal Contract for Temporary Housing of Juveniles at Murphy Bernardini Juvenile Detention Center (hereinafter "Contract"), made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Carson City, a consolidated municipality and political subdivision of the State of Nevada (hereinafter "Carson City") and \_\_\_\_\_ [full name of governmental entity], hereinafter referred to as "Agency". The term "Parties" shall be a reference to both Carson City and Agency.

**WITNESSETH**

WHEREAS, pursuant to Chapter 277.180 of the Nevada Revised Statutes, Carson City may enter into interlocal contracts with other governmental entities to provide services; and

WHEREAS, Carson City owns and operates the Murphy Bernardini Juvenile Justice Center (hereinafter "Center" or "Facility"), a juvenile holding facility for the First Judicial District Court located in Carson City, Nevada, equipped for housing juvenile detainees; and

WHEREAS, it is often necessary for Agency to temporarily house juveniles under the jurisdiction and care of Agency in Carson City; and

WHEREAS, Carson City is willing to allow juveniles under the jurisdiction and care of Agency to be temporarily detained and housed at the Center under the terms and conditions herein stated;

NOW THEREFORE, the Parties hereby agree as follows:

1. Carson City, will allow male and female juveniles under the jurisdiction, care or control of Agency (hereinafter "Agency juvenile(s)") to be temporarily detained and housed in the Center and will provide such juveniles with meals and services as provided for other juveniles of Carson City and will treat all such juveniles in the same manner as other juveniles housed in said Facility, in accordance with the rules and regulations of the Center.
2. Carson City reserves the right to refuse admittance of any Agency juvenile.

3. Carson City reserves the right to require Agency to promptly remove any Agency juvenile and the Agency agrees to remove such juvenile immediately upon the request of Carson City.
4. Neither Carson City nor Agency shall discriminate as to children placed in the care of the Center because of race, color, creed or national origin.
5. Agency is responsible for commitment costs incurred by or because of an Agency juvenile which include, but are not limited to, medical/psychological evaluations, transportation, medical care and expenses, physical examinations, prescription medications and any other costs associated therewith.
6. Agency shall inform the Center's Juvenile Services Program Coordinator and/or the Chief Juvenile Probation Officer of any known or suspected special problem or problems of an Agency's juvenile prior to delivering such juvenile to the Facility. Staff at the Center may refuse to accept any Agency juvenile.
7. Agency acknowledges that it is responsible for any damages to the Center or Facility caused by an Agency juvenile. Agency understands that any Agency juvenile placed in the Center must follow the rules of the Center. Furthermore, Agency's staff must comply with all policies of the Center including, but not limited to, safety, security, transportation, and restraints.
8. Agency agrees, at no cost to Carson City, to indemnify, hold harmless and defend, not excluding Carson City's right to participate, from and against all liability, claims, actions, damages, losses, and expenses, including, without limitations, reasonable attorney fees and costs, arising out of any negligent, willful or unlawful act or omission of the Agency, its officers, agents or employees, or any Agency juvenile.
9. Nothing contained in this Contract shall be construed to create a partnership, joint venture, employer-employee or principal agent relationship, or any other relationship whatsoever between the Parties, other than the fact that they are Parties hereto. Moreover, nothing contained herein or resulting from this Contract shall create any liability for Carson City whatsoever with respect to any indebtedness, liability or obligation of Agency or any purported third party.

10. The Agency, including the Agency juveniles and any employee, agent, or representative of the Agency, shall not be considered an employee, agent or representative of Carson City.
11. Agency agrees to pay Carson City ~~\$350.00~~ per day for each of the Agency's juveniles housed or detained in the Center. A day is defined as three (3) hours or more in detention within a twenty-four hour period of time beginning at 12:00 a.m. and ending at 12:00 a.m. on the following day. Agency agrees to reimburse Carson City for the cost of care of each Agency juvenile and for the payment of all bills and costs incurred by or because of such juvenile while he or she is housed in the Center. Agency agrees to pay medical expenses incurred by or because of an Agency juvenile while housed in the Center.
12. Unless otherwise expressly agreed, Carson City will have no responsibility to pick up or deliver any Agency juvenile to any person.
13. Carson City agrees to bill Agency on a monthly basis for the costs associated with detention, housing and care of each Agency juvenile. Agency agrees to pay each bill within thirty (30) days of the statement date.
14. Agency agrees to employ a twenty-four (24) hour "on-call" agent or court officer in the event assistance is needed with an Agency juvenile housed in the Center.
15. Either Party may terminate this Contract by giving the other Party (30) days written notice. The notice period begins from the date of mailing. Notice shall be addressed to: Chief Juvenile Probation Officer, Carson City Juvenile Probation Department, 740 South Saliman Road, Carson City, Nevada, 89701.
16. Any waiver of breach of any term or condition of this Contract shall not be considered as a future waiver of any Contract term or condition.
17. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the unenforceability of such provision shall not be held to render any of the remaining provisions of this Contract unenforceable.
18. The Parties hereto represent and warrant that the person executing this Contract on

behalf of each Party has full power and authority to enter into this Contract.

19. This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada.
20. This Contract is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other contracts that may have been made in connection with the subject matter hereof.
21. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.
22. The Contract is effective on the day and year first above, written and shall be effective for a period of one year and will automatically be extended for additional one periods unless terminated by either Party.
23. It is acknowledged that the cost of maintaining the Center is expected to increase and that the monetary sums specified herein may be subject to increases proportionate to such actual increase in expenses. Carson City may increase its fees addressed herein upon notice to Agency and such increase shall become effective upon the providing of such notice.
24. In witness whereof, the Parties hereto have caused this Contract to be signed and intend to be legally bound hereby.

CONTRACTS

Name	Advise Ltr. Sent	Date Sent	Date Recvd.	Sent to Mayor/Clerk	Approved
Lyon County					
Mineral County					
Esmeralda/Nye County					
Churchill County					
Storey County					
DCFS					
Youth Parole					



CARSON CITY  
A consolidated municipality

By: \_\_\_\_\_  
Robert Crowell, Mayor

ATTEST:

\_\_\_\_\_  
Susan Merriwether, CLERK/RECORDER

\_\_\_\_\_  
By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_