

Item #5E

**City of Carson City
Agenda Report**

Date Submitted: March 1, 2007

Agenda Date Requested: 3/15/2007

Time Requested: Consent

To: Board of Supervisors

From: Linda Ritter, City Manager

Subject Title: Action to approve an Amendment to the Interlocal Agreement for Western Nevada Regional Youth Center.

Staff Summary: This amendment provides for a revised method of distributing annual costs of the operations of the Western Nevada Regional Youth Center. The current method requires that the allocations be based 25% on school population and 75% on bed usage of the participating entity. The result of the higher percentage based upon usage is wide fluctuations in individual entity budgets from year to year. In FY 2007, Carson City was faced with a \$160,000 increase in costs due to decreased bed usage of one of the other entities. The new formula changes the percentage to 35% on bed usage and 65% on school population, with a 3 year rolling average to further smooth out the annual allocations. The Oversight Board and Operations / Technical Committee have each voted to endorse this change.

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 an Amendment to the Interlocal Agreement for Western Nevada Regional Youth Center.

Explanation for Recommended Board Action: This change will provide for a more consistent funding formula. It also recognizes that costs of the facility exist regardless of usage.

Applicable Statue, Code, Policy, Rule or Regulation: n/a

Fiscal Impact: n/a

Explanation of Impact: n/a

Funding Source: n/a


Alternatives: Do not approve. Leave funding formula the same or pursue another formula.

Supporting Material: Amendment to Interlocal Agreement for Western Nevada Regional Youth Center.

Prepared By: Linda Ritter

Reviewed By: 
(Department Head)

Date: 3-6-07

(City Manager)

(District Attorney)

Date: _____

Date: 3-6-07

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

AMENDMENT TO INTERLOCAL AGREEMENT
FOR WESTERN NEVADA REGIONAL YOUTH CENTER

THIS AMENDMENT TO THE INTERLOCAL AGREEMENT FOR WESTERN NEVADA REGIONAL YOUTH CENTER (this "Amendment") is entered into by and between Carson City, Churchill County, Douglas County, Lyon County, Storey County, the First Judicial District Court, the Third Judicial District Court, and the Ninth Judicial District Court to become effective on July 1, 2007.

RECITALS:

WHEREAS, each of the parties desire to amend Section III(A)(2) of the existing Interlocal Agreement for Western Nevada Regional Youth Center dated June 2004 and attached hereto as Exhibit 1.

WHEREAS, Section III(A)(2) shall now read as follows:

(2) For each year subsequent to the second year of operation of the regional facility for children, unless the counties served by the facility enter into an interlocal agreement to the contrary, the total of:

(a) The total amount budgeted for the operation of the facility by the governing body of the county or other entity responsible for the operation of the facility, minus any money received by the State of Nevada to pay for fees for a child referred to the facility by the State of Nevada, divided by the averaged total annual number of bed days in the preceding three calendar years in all member counties served by the facility, multiplied by the averaged total annual number of bed days in the preceding three calendar years in the assessed county and multiplied by thirty-five percent (35%); and

(b) The total amount budgeted for the operation of the facility by the governing body of the county or other entity responsible for the operation of the facility, minus any money received by the State of Nevada to pay for fees for a child referred to the facility by the State of Nevada, divided by the averaged total annual school population in the most current three school years in all 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 multiplied by sixty-five percent (65%).

WHEREAS, this Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same

instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment by and between their duly authorized representatives.

**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

**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

By: _____
District Judge

**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 creates 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 create and 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) For the first 2 years of operation of the regional facility for children, the total amount budgeted for the operation of the facility by the governing body of the county or other entity responsible for the operation of the facility, minus any money received from the State of Nevada to pay for fees for a child referred to the facility by the State of Nevada, divided by the total number of pupils in the preceding school year in all counties served by the facility and multiplied by the number of pupils in the preceding school year in the assessed county.

(2) For each year subsequent to the second year of operation of the regional facility for children, unless the counties served by the facility enter into an interlocal agreement to the contrary, the total of:

(a) The total amount budgeted for the operation of the facility by the governing body of the county or other entity responsible for the operation of the facility, minus any money received from the State of Nevada to pay for fees for a child referred to the facility by the State of Nevada, divided by the total number of bed days in the preceding school year in all counties served by the facility, multiplied by the number of bed days in the preceding school year in the assessed county and multiplied by one-fourth or for agencies that levy and collect ad valorem taxes within thirty days of receipt of the taxes; and

(b) The total amount budgeted for the operation of the facility by the governing body of the county or other entity responsible for the operation of the facility, minus any money received from the State of Nevada to pay for fees for a child referred to the facility by the State of Nevada, divided by the total number of pupils who were served by the facility in the preceding school year from all counties served by the facility, multiplied by the number of pupils who were served by the facility in the preceding school year from the assessed county and multiplied by three-fourths.

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 and to Carson City of the necessary funds. The obligation of each County and Carson City shall be extinguished at the end of any fiscal year in which the County or Carson City 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 and Carson City or be deducted from the operating cost of the Center in the same proportion as the funding contribution for each County and Carson City.

B. Ownership and Disposal of Property. If the real property for the Center is procured by Lyon County, Lyon County will be the designated title holder of the real property, including any buildings and fixtures, for the duration of the agreement and upon complete termination of the agreement. Unless otherwise agreed upon in writing by all of the parties, the parties agree that, upon completion of construction of each structure or project in the Center, a useful life, a depreciation schedule based upon the useful life, and a value determined by agreement of all of the parties or by appraisal will be assigned to the structure or project. Unless otherwise agreed

in writing by all of the parties, the parties agree that each County and Carson City will be granted, for the purpose of ultimate disposition of property upon termination of this agreement, 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. The parties also agree that the only instance in which an interest may be recovered (either in property or money) is if all of the parties mutually agree to the termination of the agreement and the closure of the Center. If fewer than all of the parties terminate their participation under this agreement, the terminating party will not be entitled to the recovery of any interest in any personal property at the Center.

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 three years 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 January 1 of any year of that party's intent to withdraw from the agreement, effective upon the close of that fiscal year.

B. 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.

C. 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.

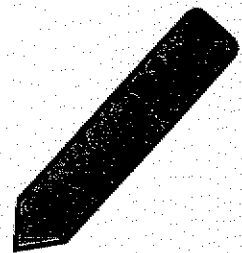
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

CARSON CITY BOARD
OF SUPERVISORS

Approved as to form:

By: _____
Chairman


By: _____
District Attorney



LYON COUNTY BOARD OF
COUNTY COMMISSIONERS

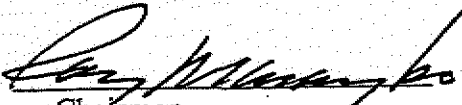
Approved as to form:

By: 
Chairman

By: 
District Attorney

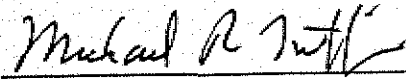
CARSON CITY BOARD
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Approved as to form:

By: 
Chairman

By: 
District Attorney

FIRST JUDICIAL DISTRICT

By: 
District Judge

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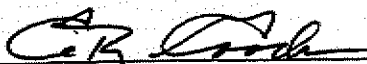
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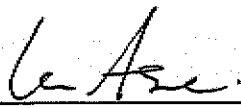
By: _____
Chairman

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

By: _____
District Judge

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: *Lucas Washburn*
Chairman

By: *[Signature]*
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

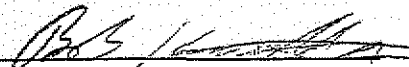
By: *David A. Hill*
District Judge

NINTH JUDICIAL DISTRICT

By: _____
District Judge

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

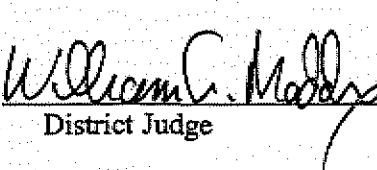
Approved as to form:


By: _____
Chairman

By: _____
District Attorney

FIRST JUDICIAL DISTRICT

THIRD JUDICIAL DISTRICT

By: 
District Judge

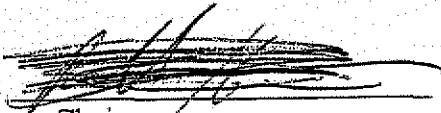
By: 
District Judge

NINTH JUDICIAL DISTRICT

By: _____
District Judge

LYON COUNTY BOARD OF
COUNTY COMMISSIONERS

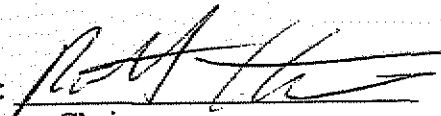
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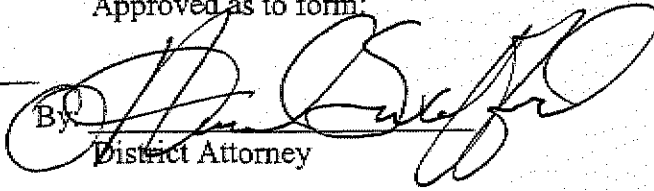
By: 
Chairman

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

By: _____
District Judge

DOUGLAS COUNTY BOARD
OF COUNTY COMMISSIONERS

Approved as to form:

RECEIVED
JUL 28 2004
LYON CO. COMM

By: Kelly D. [Signature]
Chairman


By: [Signature]
District Attorney

NINTH JUDICIAL DISTRICT

By: [Signature]
District Judge


CARSON CITY BOARD
OF SUPERVISORS

Approved as to form:

By: 
Chairman

By: 
District Attorney

FIRST JUDICIAL DISTRICT

By: 
District Judge

DOUGLAS COUNTY BOARD
OF COUNTY COMMISSIONERS

Approved as to form:

By: Kelly D. Lee
Chairman

By: [Signature]
District Attorney

NINTH JUDICIAL DISTRICT

By: [Signature]
District Judge