



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** October 7, 2021

Staff Contact: Ali Banister, Chief, Department of Juvenile Services

Agenda Title: For Possible Action: Discussion and possible action regarding an amendment to the Second Amended Interlocal Agreement for the Western Nevada Regional Youth Center ("WNRYS") between Carson City and Churchill, Douglas, Lyon, and Storey Counties; and the First, Third, Ninth, and Tenth Judicial Districts of Nevada to require WNRYS to become compliant and maintain compliance with the Prison Rape Elimination Act of 2003 ("PREA"), as amended. (Ali Banister, abanister@carson.org)

Staff Summary: The Operational Technical Committee ("OTC") for WNRYS has identified the need for WNRYS to be PREA compliant and presents this amendment to the Second Amended Interlocal Agreement for WNRYS for the Board of Supervisors' consideration and approval.

Agenda Action: Formal Action / Motion **Time Requested:** 15 minutes

Proposed Motion

I move to approve the amendment as presented.

Board's Strategic Goal

Safety

Previous Action

The Board approved the Interlocal Agreement on November 20, 2014 and an Amendment in 2015.

Background/Issues & Analysis

The OTC for WNRYS approved this amendment to the Interlocal Agreement for WNRYS. This amendment requires WNRYS to continually work towards PREA compliance and maintain this compliance once achieved.

Applicable Statute, Code, Policy, Rule or Regulation

PREA, 34 USC §30301, et seq.; PREA Standards, 28 CFR Part 115, generally, and Subpart D (Standards for Juvenile Facilities); Nevada Revised Statutes ("NRS") 277.180.

Financial Information

Is there a fiscal impact? No

If yes, account name/number:

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Carson City currently contributes to the budget for WNRYS. There is no change to Carson City's contribution to WNRYS due to this amendment. Any change in the budget due to WNRYS's efforts to comply with PREA and this amendment will be requested during the annual budget process.

Alternatives

Do not approve the amendment and provide alternative direction.

Attachments:

[WNRYS Formal Amendment.docx](#)

[WNRYS Interlocal Agreement.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

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 _____ day of _____ 2021 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 (“WNRYS”), the Counties, and the Districts desire WNRYS 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, WNRYS 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 WNRYS of complying with all applicable PREA

requirements.

c. To ensure PREA requirements are being maintained, WNRYP 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. WNRYP 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. WNRYP 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, WNRYP shall complete Form SSV-IJ, the Survey of Sexual Victimization for substantiated incidents involving a juvenile. WNRYP 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 WNRYP, WNRYP 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 WNRYP employees, contracted vendors, or employees of a contracted vendor that have contact with any youth resident at WNRYP have not undergone the background check required in the preceding section, WNRYP 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. WNRYP 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 WNRYP at least once every 5 years.

k. At least once each year, each WNRYP 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: _____
Mayor

Approved as to form:

By: _____
District Attorney

LYON COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Chair

Approved as to form:

By: _____
District Attorney

STOREY COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Chair

Approved as to form:

By: _____
District Attorney

CHURCHILL COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Chair

Approved as to form:

By: _____
District Attorney

DOUGLAS COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Chair

Approved as to form:

By: _____
District Attorney

FIRST JUDICIAL DISTRICT

By: _____
District Judge

THIRD JUDICIAL DISTRICT

By: _____
District Judge

NINTH JUDICIAL DISTRICT

By: _____
District Judge

TENTH JUDICIAL DISTRICT

By: _____
District Judge

APN# _____

DOC # 445747

03/25/2015

09:08 AM

Official Record

Recording requested By
CHURCHILL COUNTY

Churchill County - NV

Tasha Hessey - Recorder

Page 1 of 9 Fee:

Recorded By: AL RPTT:

Recording Requested By:

Name Churchill County Commissioners

Address 155 North Taylor St., Ste. 110

City/State/Zip Fallon, NV 89406



445747

Mail Tax Statement to:

Name _____

Address _____

City/State/Zip: _____

Please complete Affirmation Statement below IF there is a Social Security number on the document.
(Per NRS 239B.030)

I the undersigned hereby affirm that this document submitted for recording contains the social security number of a person or persons as required by law: _____

(State specific law)

Pamela D Moore
Signature Pamela D Moore

Administrative Aide
Title

**Second Amended Interlocal Agreement for Western Nevada
Regional Youth Center (WNRVC)**

Only use the following section if one item applies to your document

This document is being re-recorded to

OR
This document is being recorded to amend document # _____ to correct

If legal description is a metes & bounds description you are required to furnish the following information:

Legal Description obtained from _____ (Document Title), Book _____
Page _____ Document # _____ recorded _____ (date) in the Churchill County
Recorders office.

OR
If Surveyor, please provide name and address.

This page added to provide additional information required by NRS 111.312 Sections 1-4 & NRS
239B.030 Section 4.

(Additional recording fee applies)



SECOND AMENDED INTERLOCAL AGREEMENT

FOR

WESTERN NEVADA REGIONAL YOUTH CENTER

This Second Amended Interlocal Agreement (hereinafter "Agreement") is made on this 2nd day of October, 2014 by and between Carson City, Churchill County, Douglas County, Lyon County, Storey County (hereinafter "County" singular or "Counties" plural)¹, the First Judicial District, the Third Judicial District, the Ninth Judicial District and the Tenth Judicial District (hereinafter "Districts"). This Agreement is in regard to the Western Nevada Regional Youth Center (hereinafter "the Center"), which is an arm of the First, Third, Ninth and Tenth Judicial Districts. This Agreement amends the Interlocal Agreement for Western Nevada Regional Youth Center previously executed by the parties herein, a copy of which is attached hereto.

RECITALS

WHEREAS, each of the parties hereto are public agencies as defined in NRS 277.100 and are authorized under the Interlocal Cooperation Act, NRS 277.080- NRS 277.180, to enter into agreements with other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized to perform and to provide for the joint use of personnel and resources; and

WHEREAS, the First, Third, Ninth and Tenth 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

¹ Ormsby County and Carson City consolidated into one municipal government in 1969. For ease of drafting, these parties shall be referred to as "Counties" throughout this Agreement.



Agreement, to the committees or individuals specified herein, but that the Districts specifically retain ultimate control and oversight over the exercise of such power.

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 Center, which will be operated as an arm of the 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.
- b. **Operational Technical Committee.** The Operational Technical Committee (OTC) shall be composed of two representatives from each of the Counties; a total of ten. The initial OTC representatives will be the county manager from Lyon County, Douglas County, and Churchill County, the city manager from Carson City, a representative designated by the Storey County Board of County Commissioners, and the chief probation officer from each of the Counties. Different or alternate representatives may be appointed by the Counties' governing bodies. Each member of the OTC shall be at all times an officer or employee of a party to the Agreement. If any OTC member ceases to be an officer or employee of a party to this Agreement, a new member shall be promptly appointed by the chief judge of the pertinent District. The OTC is authorized to perform all acts necessary for the efficient functioning of this



Agreement, which are not contrary to direction by the Oversight Board, including, but not limited to, the following:

- i. Coordinating the organization and administration of the Center;
 - ii. Preparing and presenting reports to the Oversight Board and to the Counties governing bodies;
 - iii. Preparation and/or oversight of an annual budget for the operation of the Center;
 - iv. Coordinating applications for grants and assistance programs;
 - v. Establishing staffing and training standards;
 - vi. Evaluation of the use of the Center by parties to the Agreement or other entities at least once per year;
 - vii. Direct supervision of the Administrator including, but not limited to:
 1. Advising the Administrator on appropriate actions or objectives;
 2. Advising the Administrator in the management of the internal affairs of the Center;
 3. Determination of the programs of education and training for juveniles at the Center;
 4. Evaluation of the Administrator's performance on an annual basis;
- c. **Governance and Meetings of the Oversight Board and OTC.** Three members of the Oversight Board or five members of the OTC, respectively, shall constitute a quorum for the purpose of transacting business relating to the authority of the Oversight Board or the OTC and, unless otherwise provided in this Agreement, the affirmative vote of a majority of these respective bodies, provided a quorum is in attendance shall effect adoption of any motion, resolution, order or action of the Oversight Board or the OTC. The Oversight Board and the OTC shall each select a Chairperson and a Vice Chairperson from its respective membership who shall serve a one year term. The Oversight Board and the OTC shall each appoint a Secretary who is not required to be a member of the Oversight Board or the OTC. The Oversight Board or OTC may meet at any place within the boundaries of any of the Counties. The Oversight Board shall hold at least one meeting each year, but may meet as often as the members deem necessary. The OTC shall hold at least one meeting each quarter, but may meet as



often as the members deem necessary. The Oversight Board or the OTC may adopt rules and regulations for the conduct of its affairs that are not in conflict with this Agreement.

- d. **Center Employees.** The Administrator and all employees are at will court employees. The Administrator shall be selected by and serve at the pleasure of the Oversight Board. Employees of the Center 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 Center employees and shall promulgate or approve necessary personnel policies and rules. The OTC shall act as the direct supervisor to the Administrator, providing reports and performance evaluations to the Oversight Board as necessary.

III. OBLIGATIONS OF THE PARTIES

a. Funding and Budget.

- i. Funding responsibility for the operation of the Center will be allocated among the parties. The Administrator shall calculate the assessment owed by each County pursuant to subsection 1 herein 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 Center by the OTC, minus any money received by another governmental entity to pay for fees for a child referred to the Center, 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 Center, multiplied by the averaged total 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 Center by the OTC, minus any money received by another governmental entity to pay for fees for a child referred to the Center, divided by the averaged total annual school population in the most current three school years in all member counties served by the Center, 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%).

- ii. Each County shall pay the required assessment to its treasurer of the County if it is operated by a County, or to the administrative entity responsible for the operation of the Center, 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 only be withdrawn by the Administrator.
- iii. The governing board of each County may levy an ad valorem tax of not more than 5 cents (\$.05) on each one hundred dollars (\$100) of assessed valuation upon all taxable property in the county to pay the required assessment. The Counties may pay the assessment from revenue raised by a tax levied pursuant to this subsection, any other available money, or a combination thereof.
- iv. The parties shall follow the provision of NRS Chapter 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 provides notice of intent to terminate this Agreement pursuant to Section IV herein and fails to appropriate monies for the ensuing fiscal year sufficient for the performance of the Agreement; thereafter 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.

- i. 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 the use of the real property until such time that the Agreement is completely terminated.



- ii. 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.
 - iii. 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 person property interest created by this section.
- c. **Gifts, Donations, and Bequests.** Gifts, donations and bequests of funds or property may be accepted on behalf of the Center 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 initially be effective for a period of one year and will be automatically renewed from year to year thereafter unless a party provides timely notice of termination. A party may terminate this Agreement by giving notice in writing to all parties hereto 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 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 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 litigation or lawsuit against another member entity for any matter related to this Agreement. The Center agrees shall, to the



extent provided by Nevada law, fully indemnity and hold harmless all the parties herein from any damage or liability occurring by reason of anything done or omitted to be done by the Center or its respective employees, under or in connection with any work, authority or jurisdiction delegated to or performed by it under this Agreement.

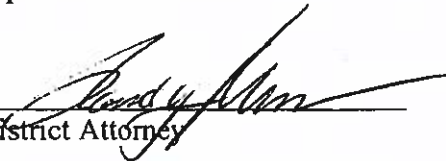
- d. **Effect on Other Agreements.** This Agreement shall not affect the rights, duties or obligations of any of the parties with respect to other preexisting agreements unless expressly provided herein.
- e. **General Savings Clause.** In the event that any portion or term of this Agreement is held to be unlawful by a court of competent jurisdiction, the remaining terms shall retain full force and effect.
- f. **Execution.** This Agreement may be executed in counterpart.

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

CARSON CITY BOARD
OF SUPERVISORS

By: 
Mayor

Approved as to form:

By: 
District Attorney

LYON COUNTY BOARD
OF COUNTY COMMISSIONERS

By: 
Chairman

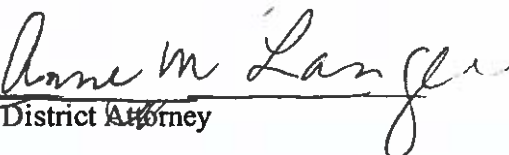
Approved as to form:

By: 
District Attorney


STOREY COUNTY BOARD
OF COUNTY COMMISSIONERS

By: 
Chairman

Approved as to form:

By: 
District Attorney

CHURCHILL COUNTY BOARD
OF COUNTY COMMISSIONERS

By: 
Chairman

Approved as to form:

By: 
District Attorney



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03/25/2015
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DOUGLAS COUNTY BOARD
OF COUNTY COMMISSIONERS

Approved as to form:

By: *Ray N. Johnson*
Chairman

By: *Douglas V. Ritchie*
District Attorney

FIRST JUDICIAL DISTRICT

THIRD JUDICIAL DISTRICT

By: *Jan F. Russell*
District Judge

By: *W. A. C.*
District Judge

NINTH JUDICIAL DISTRICT

TENTH JUDICIAL DISTRICT

By: *[Signature]*
District Judge

By: *J. S. [Signature]*
District Judge

Churchill County
Agenda Report

2:00

Date Submitted: September 26, 2014 Agenda Date Requested: October 15, 2014

To: Board of Churchill County Commissioners
From: Tami D. Richardson, Acting Chief Juvenile Probation Officer
Subject Title: Amendment to the Interlocal Agreement for the Western Nevada Regional Youth Center

Type of Action Requested: (check one)

Resolution Ordinance
 Formal Action/Motion Other (Presentation only)

Does this action require a Business Impact Statement? () Yes (X) No

Recommended Board Action: For Chairman Carl Erquiaga to sign the Amended Interlocal Agreement for the Western Nevada Regional Youth Center.

Discussion: The Operational Technical Committee (OTC) for the Western Nevada Regional Youth Center (WNRVC) approved this Amendment to the Interlocal Agreement for WNRVC. This agreement is very much the same with the exception that it solidifies the chain of command in regard to the relationships between the OTC and the WNRVC Director particularly in the areas of budget development and oversight. It also establishes more direction and clarifies roles of the OTC and the Oversight Board. The Oversight Board is comprised of the judges from Churchill, Lyon, Douglas and Carson City.

Fiscal Impact: None

Explanation of Impact: N/A

Funding Source: N/A

Alternatives: N/A

Prepared By: Tami D. Richardson Date: 9-26-14

Reviewed By: [Signature] Date: 9-26-14
(Department Head)

Concurrences: [Signature] Date: 10-7-14
(County Manager)

[Signature] Date: 10/7/14
(District Attorney)

[Signature] Date: 10/7/14
(Comptroller)

(Other) Date: _____



Board Action Taken:

Motion: Approved

Samuel A. Moore

(Vote recorded By)

1) Pete Olsen

2) Harry Scharmann

Aye/Nay

X

X

X

