



WASHOE COUNTY

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STAFF REPORT BOARD MEETING DATE: 6/27/17

DATE: Wednesday, June 7, 2017

TO: Board of County Commissioners

FROM: Mathew Banovich, Program Manager, Juvenile Services
(775) 325-7874, mbanovich@washoecounty.us

THROUGH: Frank Cervantes, Director

SUBJECT: Recommendation to Approve the Interlocal Agreement between the County of Washoe (Department of Juvenile Services), and the Board of Regents of the Nevada System of Higher Education (University of Nevada, Reno) Department of Athletics, to continue the relationship in which UNR reimburses Juvenile Services for the cost of providing supervision for juveniles on the Work Program; from July 1, 2017 for a four year period. (All Commission District).

SUMMARY

Recommendation to Approve the Interlocal Agreement between the County of Washoe (Department of Juvenile Services), and the Board of Regents of the Nevada System of Higher Education (University of Nevada, Reno) Department of Athletics, to continue the relationship in which UNR reimburses Juvenile Services for the cost of providing supervision for juveniles on the Work Program; from July 1, 2017 for a four year period.

Washoe County Strategic Objective supported by this item: Proactive Economic Development and Diversification

PREVIOUS ACTION

On September 24, 2013, the Board of County Commissioners approved an Interlocal Agreement between the County of Washoe (Department of Juvenile Services), and the Board of Regents of the Nevada System of Higher Education (University of Nevada, Reno) Athletics Department, to continue the relationship in which UNR reimburses Juvenile Services for the cost of providing supervision for juveniles on the Work Program; retroactive from July 1, 2013 for a four year period.

On July 2010, the Board of County Commissioners approved an Amendment to the Interlocal Agreement between the County of Washoe, Juvenile Services, and the University of Nevada Reno, Department of Athletics, to change the name of the University to the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno under the Athletics Director signature. On April 2007, the Board of County Commissioners approved an Interlocal Agreement between the University of Nevada and Juvenile Services.

AGENDA ITEM # 14

BACKGROUND

For 30 years, the Washoe County Department of Juvenile Services has had a partnership with the University of Nevada Reno, whereby juvenile offenders work at Mackey Stadium with reimbursement for Juvenile Services' staff supervision paid to the County's General Fund. Critical to the case management of juvenile offenders is the ability to hold them accountable for their infractions upon this community. While on the Work Program, juveniles are challenged by the Work Program Field Supervisors to examine the impact their actions have on their community, their families and themselves. Because the Work program is highly visible, the community is reassured that delinquent behaviors are being addressed and that their community is being beautified.

FISCAL IMPACT

By approval of this agreement, monies would continue to be generated for the County's General Fund and deposited to 127610-460162.

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the Interlocal Agreement between the County of Washoe (Department of Juvenile Services), and the Board of Regents of the Nevada System of Higher Education (University of Nevada, Reno) Department of Athletics, to continue the relationship in which UNR reimburses Juvenile Services for the cost of providing supervision for juveniles on the Work Program; from July 1, 2017 for a four year period.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: move to approve the Interlocal Agreement between the County of Washoe (Department of Juvenile Services), and the Board of Regents of the Nevada System of Higher Education (University of Nevada, Reno) Department of Athletics, to continue the relationship in which UNR reimburses Juvenile Services for the cost of providing supervision for juveniles on the Work Program; from July 1, 2017 for a four year period.

INTERLOCAL AGREEMENT

This Interlocal Agreement is made by and between the County of Washoe, a political subdivision of the State of Nevada, by and through the Department of Juvenile Services, hereinafter referred to as "Department" and the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Reno, Department of Athletics, hereinafter referred to as "Agency."

WITNESSETH

WHEREAS, the parties are both public agencies as described in NRS Chapter 277 and are empowered to enter into interlocal agreements for any governmental service, activity or undertaking which any of the parties entering into the agreement is authorized to perform;

WHEREAS, the Department has established programs whereby certain juvenile offenders can perform community service through a work program to remove litter and weeds and to perform landscaping and other general cleanup as agreed to by the Department and the Agency.

WHEREAS, the Agency would benefit from the services of the Department in removing litter and weeds and performing landscaping and other general cleanup as agreed to by the Department and the Agency.

WHEREAS, the Department and the Agency mutually desire to enter into an interlocal agreement for these purposes;

NOW, THEREFORE, the parties agree as follows:

1. The Department agrees to provide available work crews to perform litter and weed removal, landscaping, and general cleanup at the request of the Agency. The Department agrees to provide equipment to be used by the crew(s) for these tasks except as otherwise required by the Agency. The weeds and litter removed will be placed in bags by those persons performing the services and the bags will be placed in suitable locations for pickup by Agency personnel.
2. The above-described services will be performed upon the written request of the Agency, however, the date and time the services will be performed will be at the discretion of the Department based upon available work crews. Department shall give advance notice to University Police Services that a work crew will be present on University property by calling the duty phone, (775) 745-6195, in advance of the arrival of the work crew on the University premises.
3. The Agency will designate the location where work is to be performed, subject to the approval by the Department. The Department reserves the right to refuse to work in any location.
4. The Department shall provide for transportation for the work crews and any necessary supervisors as well as the equipment to be used by the work crews for litter and weed removal. The Agency shall be responsible for transportation of equipment and persons necessary to perform those functions that are the responsibility of the Agency. The Department is familiar with and agrees to adhere to the Agency's Child Protection Policy.
5. The Agency agrees to conduct a hazard assessment of each work site and provide its findings to the Department prior to requesting the Department to work in that location.

6. The Agency will pay the Department, as compensation for the expenses incurred in providing the necessary supervision to the work crews, a sum of Two Hundred Dollars (\$200.00) per day for each supervisor that is required. The Department will notify the Agency in advance of performing the services how many supervisors will be necessary to perform the services. Any costs associated with the Department's performance of the services will be included in the above-described compensation unless otherwise agreed upon in writing. Payment by the Agency will be made promptly upon receipt of billing statements. The Department will send billing statements bi-monthly. In the case of a compensation increase, the "Agency" will be notified in writing. If both parties agree to the new compensation amount, this contract will remain in full force and effect and will not have to be re approved by the Board of County Commissioners. In the event that the governing body appropriating funds for Agency fails to obligate the funds necessary to make the payments beyond Agency's then current fiscal period, this Agreement shall be terminated without penalty, charge or sanction.

7. The Department will be responsible for the conduct and actions of its employees, agents and persons the Department has a duty to direct and control. The Department, to the extent limited in accordance with NRS Chapter 41, agrees to indemnify, defend and hold harmless the Agency, its employees or agents from any claim, loss or lawsuit arising out of the performance of this Agreement resulting from the negligent or intentional acts or omissions of the Department, its employees, agents or persons the Department has a duty to direct and control unless such claim is based, in whole or in part, on any act or omission of the Agency or its employees or agents.

8. The Agency acknowledges that some damage to its property may occur during the performance of the services under this Agreement, therefore, the Agency waives any claim for damage to its property as a result of the performance of such services by the Department, its employees, agents or persons the Department has a duty to direct and control unless the damage is caused by the intentional or willful acts by the Department, its employees, agents or persons whom the Department has a duty to direct and control.

9. To the extent limited in accordance with NRS 41.0305 to NRS 41.039, the Board of Regents for the Nevada System of Higher Education on behalf of the University of Nevada, Reno (NSHE) shall indemnify, defend, and hold harmless Washoe County from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney's fee, arising either directly or indirectly from any act or failure to act by NSHE or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. NSHE will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. NSHE's indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 to \$100,000.00 per cause of action.

10. Either party may terminate this Agreement with or without cause by giving the other party written notice of the intent to terminate. The notice must specify the date upon which the termination will be effective, which date may not be less than 30 calendar days from the date of mailing of the notice.

11. All notices required under this Agreement shall be in writing and mailed, postage prepaid, addressed to the designated representative of the respective parties:

DEPARTMENT:

Washoe County Department of Juvenile Services
P.O. Box 11130
Reno, Nevada 89520

AGENCY:

The Board of Regents of the Nevada System of Higher
Education on behalf of the University of Nevada Reno
1664 N. Virginia St.
Legacy Hall / MS 264
Reno, Nevada, 89557-0041

12. This Agreement shall be governed, interpreted and construed in accordance with the laws of Nevada. If any provision of this Agreement shall be held or declared to be void or illegal for any reason, all other provisions of the agreement, which can be given effect without such void or illegal provision, shall remain in full force and effect.

13. This agreement may not be assigned or amended without the consent of the governing boards of the parties.

14. This Agreement shall be in effect for a period of four years beginning July 1, 2017.

WASHOE COUNTY

Dated: _____

By: _____, Chairman
Washoe County Commission

ATTEST:

Washoe County Clerk

Board of Regents of the Nevada System of
Higher Education obo the University of
Nevada, Reno

By: _____
Ray Moran
Title: Director of Purchasing