



NYE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM

Department: Juvenile Probation	Meeting Date:
Category: Regular Agenda Item	November 15, 2024
Prepared by: Lorina Dellinger	Phone: (775) 482-7319
Presented by: Adam McCauley	Phone: (775) 751-7025

Action requested: (Include what, with whom, when, where, why, and terms)

Discussion and deliberation on a request from Nye County Juvenile Probation for the Board of County Commissioners to assure financial support in the event of a Nye County Juvenile Probation budget shortfall to prevent a default of a lease agreement between Nye County Juvenile Probation and the Nye County School District.

Complete description of requested action: (Include, if applicable, background, impact, long-term commitment, existing county policy, future goals, obtained by competitive bid, accountability measures)

Recommendation:

Financial Impact

Cost:	Fund Name:	Fund #:
Budgeted:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	FY: <input type="checkbox"/> One-Time <input type="checkbox"/> Recurring

Comments:

Review & Approval

Legal Review Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Legal Approval Received: <input type="checkbox"/>	Date:
Financial Review Required: <input type="checkbox"/> Yes <input type="checkbox"/> No	Submitted to Finance: <input type="checkbox"/>	Date:
Administrative Manager Review: <input checked="" type="checkbox"/>	Place on Agenda: <input checked="" type="checkbox"/>	Initials: ST

Item # 17

LEASE AGREEMENT
Between
NYE COUNTY SCHOOL DISTRICT
And
NYE COUNTY JUVENILE PROBATION

This Lease Agreement is made and entered into this _____ day of _____, 20____, by and between the NYE COUNTY SCHOOL DISTRICT, a political subdivision of the State of Nevada pursuant to NRS 386.010, hereinafter referred to as "Lessor," and the Nye County Juvenile Probation, hereinafter referred to as "Lessee."

I.
RECITALS

A. Lessor owns certain real property located at 2765 Mount Charleston Dr., West, Pahrump, NV 89048 commonly referred to as Pathways Innovative Education.

B. Lessee desires to lease certain portions of the real property commonly referred to as Pathways Innovative Education.

C. The Parties agree that it is in their mutual best interests that this Lease be entered into between the Parties.

Based on the foregoing, the Parties agree to the following terms:

II.
LEASE TERMS

1. **DESCRIPTION OF PREMISES.** Lessor agrees to lease to Lessee a portion of the real property and improvements described on Exhibit "A," attached hereto and incorporated by reference, which is located at 2765 Mount Charleston Dr., West, Pahrump, NV 89048 hereinafter referred to as the "Premises." The specific buildings and common areas which are the subject of this Lease are highlighted on Exhibit "A". Any other areas not highlighted on Exhibit "A," remain the property of the Lessor, and may be subject to lease agreements to other entities or individuals.

2. **TERM OF LEASE.** The term of this Lease shall be for an initial period of 1 year, commencing on _____, 20____, and continuing through _____, 20____. ~~On or before _____, 20____, Lessee shall inform Lessor of Lessee's intent to continue the Lease. Lessee shall have the option to renew the lease for additional one year periods of time upon 30 days written notice.~~ Should Lessee choose to continue the Lease, either Party shall have the right to

renegotiate any of the terms of this Lease. At the conclusion of any subsequent Lease term, either Party shall have the right to renegotiate any of the terms of the Lease by giving the other Party thirty (30) days' notice of the intent to do so prior to the ending date of the Lease. In the event that no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for any performance due by Lessee under this Lease, then this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee or any kind whatsoever.

3. RENTAL. During the term of this Lease, Lessee agrees to pay to Lessor the amount of \$1,218 (\$.21 per square foot) per month on or before the first day of each month beginning , 2023, and continuing on the first day of each month thereafter. The amount of the rental shall be adjusted each year upon the renewal of this lease as provided in paragraph 2 based on the change in the Western States CPI.

4. USE OF PREMISES. Lessee shall use the Premises for purposes of conducting activities related to Juvenile Probation job duties. Lessee shall be permitted to possess and store firearms and munitions related to activities related to job duties associated with Juvenile Probation activities. Lessee agrees to secure such firearms and munitions in accordance with applicable law enforcement standards.

Lessee agrees to restrict its use of the Premises to the matters described above and shall not permit waste to the Premises or use of the Premises for any other purpose without the prior express and written consent of Lessor's governing body. Lessee further agrees not to allow any use of the Premises which is illegal or in violation of any city, town, county or state statute, regulation, code or law. Any unauthorized use of the Premises by Lessee shall entitle Lessor to immediately terminate this Lease regardless of any remaining Lease Term following thirty (30) days written notice from Lessor to Lessee.

5. RESTRICTIONS ON USE. Lessee shall not keep, use or sell anything prohibited by any policy of fire or hazard insurance covering the Premises or by any policy of Lessor and shall comply with all the requirements set forth in paragraph 12, below, regarding the insurance policy applicable to the Premises necessary to keep in full force and effect the fire and liability insurance covering the Premises.

6. UTILITIES. Lessee shall be responsible for the payment of all utility costs including, but not limited to, electricity, gas, water and sewer during the term of the Lease. Lessee shall also be responsible for telephone and other related services needed by Lessee to operate on the leased Premises during the term of the Lease.

7. **SUBLETTING.** Lessee shall not sublet any portion of the leased premises without first obtaining the express written consent of Lessor.

8. **MAINTENANCE.**

A. **REAL PROPERTY MAINTENANCE OBLIGATION.** Lessee shall be responsible for all ordinary maintenance required to keep the real property and all fixtures attached thereto in good condition and working order, including painting of the buildings and other equipment which is the subject of this Lease. Lessor shall be responsible for all capital maintenance required, including by way of example, replacing the roofing of the buildings, sewer line repairs, etc.

B. **PERSONAL PROPERTY MAINTENANCE OBLIGATION.** Lessee shall maintain at Lessee's expense all of the personal property brought to the Premises by Lessee, including any and all furniture, office or other equipment and fixtures, in good repair during the term of the Lease and any subsequent renewal periods applicable to the Lease.

9. **ALTERATIONS.** Lessee shall not make any alterations to the land or building which presently exist on the Premises without first obtaining the prior written consent of the Lessor. Any alteration shall become a part of the Premises and shall belong to the Lessor at the termination of the Lease. Lessor shall not unreasonably withhold consent to alterations requested by Lessee.

10. **DELIVERY AND ACCEPTANCE OF PREMISES.** Lessor represents that the Premises are in fit condition for use by the Lessee, and Lessee accepts the premises and specific buildings in their "as is" condition. Acceptance of the Premises by Lessee shall be construed as recognition that the Premises are in a good state of repair and in sanitary condition.

11. **SURRENDER OF PREMISES.** Lessee shall surrender the Premises at the end of the Lease Term or any renewal period agreed to between the Parties in the same condition as when Lessee took possession, reasonable wear and tear accepted. Prior to surrender of the Premises, Lessee shall remove any and all furniture, equipment and fixtures placed in the Premises by Lessee, and shall restore the Premises to the condition the Premises was in when received by Lessee, reasonable wear and tear excepted.

12. **INSURANCE.** Lessee agrees to maintain at Lessee's expense in full force and effect during the term of this Lease comprehensive liability insurance with Lessor named as an additional insured and which, at a minimum, shall provide comprehensive general liability insurance with a combined single limit of \$1,000,000 for bodily injury and property damage per person/occurrence, as well as fire and extended coverage on Lessee's property, equipment and fixtures.

13. **LIABILITY.** Lessor shall not be held liable for any loss, injury or damage to persons or property on said leased Premises, which may occur as a result of the negligence of Lessee, Lessee's use of the Premises, or the condition of the Premises during the term of this Lease. Lessee agrees to indemnify and defend Lessor against any and all claims, demands, causes of action, lawsuits or judgments, including expenses incurred in connection therewith, for death or injuries to persons or for loss or damage to property arising out of or in connection with the use and occupancy of the Premises by Lessee, its agents, employees and/or invitees.

14. **BREACH.** In the event of Lessee's default or breach of this Lease Agreement, Lessor shall be entitled to take whatever steps are necessary to retake possession and control of the Premises. In the event Lessee shall breach any portion of this Lease, Lessor shall give Lessee written notice of the breach, Lessee shall have thirty (30) days following receipt of said Notice of Breach to cure the breach, after which time if said breach has not been cured, Lessor shall have the right to immediately terminate the Lease. The thirty (30) day Notice shall affect any claimed breaches of this Lease Agreement, save and except the payment of rent. Rent shall continue to be due and payable on the dates set forth in paragraph 4, above, without any written notice required. In the event Lessee fails to cure any default with respect to any of the agreements contained in this Lease Agreement, then Lessor may terminate this Lease, provided there has been compliance with the applicable notice requirements.

15. **REMEDIES CUMULATIVE.** The various rights, options, elections and remedies of Lessor and Lessee contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, of any right, priority or remedy allowed or provided by law.

16. **NON-ASSIGNMENT.** This Lease Agreement may not be assigned by either Party without the prior written consent of the non-assigning Party.

17. **GOVERNING LAW.** The laws of the State of Nevada shall govern the validity, construction and effect of this Lease.

18. **NOTICES.** Any notices required under the terms of this Lease Agreement, with the exception of termination notice pursuant to Breach, shall be made in writing and shall be deemed to have been given when received by the Party to whom notice is directed by personal service, hand delivery, or the United States mail at the following addresses:

Lessor: Nye County School District
484 S. West Street
Pahrump, Nevada 89048

Lessee: Nye County Juvenile Probation
Pahrump, NV 89048

19. **PARTIAL INVALIDITY.** If any term, provision, covenant or condition of this Lease Agreement should be determined by a court of competent jurisdiction to be invalid, void or unenforceable, all other provisions, covenants and conditions of this Lease Agreement not held or construed to be invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

20. **ENTIRE AGREEMENT.** This Lease Agreement shall constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either Party except to the extent incorporated in this Lease Agreement.

21. **EXECUTION BY LESSOR AND LESSEE.** The Party or Parties executing this Lease Agreement on behalf of the Lessor and Lessee warrant and represent that such executing Party or Parties has complete and full authority to execute this Lease Agreement on behalf of the Lessor and Lessee.

22. **MODIFICATION OF LEASE AGREEMENT.** Any modification of this Lease Agreement or additional obligations assumed by either Party in connection with this Lease Agreement shall be binding only if approved by the Parties and evidenced by a written addendum hereto.

23. **PARAGRAPH HEADINGS.** The titles of the paragraphs of this Lease Agreement are provided solely for the convenience of the Parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Lease Agreement.

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LESSOR:
NYE COUNTY SCHOOL DISTRICT

By: _____
Raymond Ritchie,
Chief Operating Officer

Dated: _____

SUBSCRIBED AND SWORN to before
me this _____ day of _____, 20_____,
by Raymond Ritchie.

Notary Public

LESSEE:

By: _____
Adam McCauley
Chief Juvenile Probation Officer

Dated: _____

SUBSCRIBED AND SWORN to
before me this _____ day of _____,
20_____, by _____.

Notary Public

State of Nevada 5th Judicial District Court

JUVENILE PROBATION DEPARTMENT

Nye County and Esmeralda County
1520 East Basin Avenue, Suite 106, Pahrump, Nevada 89060
101 Radar Road, Tonopah, Nevada 89049
Email: juvenile@nyecountynv.gov
Pahrump Phone: 775-751-7007 / Tonopah Phone: 775-482-8197 / Fax: 775-751-7017

Nye County Juvenile Probation Department Relocation Brief

Overview

- The Juvenile Probation Department office is an older modular building with issues of: mold, old carpeting, roof and door leaks, no hot water heater, occasional septic gas smells, limited space, limited restroom facilities, spongy bathroom subfloor from previous water leaks and recent flooding, and intermittent heat and cooling issues. There is an attached single wide that has been condemned for mold issues. The attached building has no running water, heating, cooling, or operational restroom facilities. It can only be accessed for storage. We do not have space for another officer, programming, or expansion.
- The Nye County School District has offered us placement at the previous Pahrump Valley High School at 2765 Mt. Charleston Drive, Pahrump, NV 89048, with a monthly lease payment of \$1,218.00 for private use of five classrooms, two bathrooms with multiple stalls, a kitchen area, and two storage areas. This will provide room for growth, development, and programming. This is also a convenient location for helping youth at the Pahrump Valley High School which resides on the same property.
- Some of our noteworthy financial concerns are the following: We have an officer position that is not currently filled, but it may need to be filled if our workflow increases. We pay the Clark County Juvenile Detention Center \$300.00 a day per child with a five-bed limit, and our detention costs last fiscal year totaled \$138,911.81. We also pay \$41,084.00 a year for youth parole services and \$76,916.03 a year for youth camp services whether or not we qualify to use the services.

Lease Questions and Financial Concerns

The tentative lease agreement includes our office paying for the monthly lease rate plus the extra costs of operating expenses.

- Number 3: Will Nye County pay the rent expenses if we are unable to afford it?
- Number 6: Will Nye County pay our utility expenses?
- Number 8A: Will Nye County pay our maintenance obligations if we are unable to afford it?
- Number 12: Will Nye County pay our liability insurance?
- Will Nye County pay our janitorial services?
- Will the County Manager or another person sign the lease in support of this relocation?

Summary

A lease agreement with the Nye County School District would benefit our employees, the schools, and the families in Nye County. We feel that our current location is not a safe place for employees or the youth we serve. Employees have complained about the old, dirty carpets, water leaks, septic smells, lack of hot water and appropriate restroom facilities. At times, we have only one working restroom for a staff of seven people, juveniles participating in urinalysis testing, and the public. The restroom with the spongy subflooring is an additional concern. We have been advised that there are no other county offices available for our department.

Our department has been previously awarded financial funds to pay rent for one year; to pay for the costs of the Nye County IT Department setting up services; to purchase cameras and security equipment; to purchase desks, cubicles, and office equipment; to purchase a detainment cell for day use only; to purchase a transaction window; and to provide for other incidental costs. If our workload increases, we will need to hire another juvenile probation officer, and if juveniles commit heinous crimes, we will need to continually pay Clark County's high costs for detainment. It costs our office \$9,000.00 to have one child detained for 30 days. These extra financial responsibilities may interfere with our lease expenses.

We are interested in offering more juvenile educational programs, and we would like to eventually review the option of having a program specialist or social working in the office. In our current location, we are unable to expand staff, programs, or services. We are asking for the Nye County Administrators and the members of the Board of County Commissioners to help support our transition and future goals. We appreciate your time and consideration.

Respectfully,

Chief Officer Adam McCauley

Nancy L. Cratty, Office Supervisor