

Item #9-2

**City of Carson City
Agenda Report**

Date Submitted: 4-28-09

Agenda Date Requested: 5-7-09

Time Requested: Consent

To: Carson City Board of Supervisors

From: Carson City District Attorney's Office

Subject Title: Action to approve a settlement agreement in the amount of \$30,000.00 to Bret Court in Court v. County of Carson City, et. al., Federal District Court Case No. 3:08-CV-155-BES-RAM.

Staff Summary: Mr. Court alleges that his constitutional rights were violated on March 26, 2006, when a sheriff's deputy working in the jail struck him in the face causing injuries.

Type of Action Requested: (check one)
() Resolution () Ordinance
(X) Formal Action/Motion () Other (Specify)

Does This Action Require A Business Impact Statement: () Yes (X) No

Recommended Board Action: I move to approve a settlement agreement in the amount of \$30,000.00 to Bret Court in Court v. County of Carson City, et. al., Federal District Court Case No. 3:08-CV-155-BES-RAM.

Explanation for Recommended Board Action: Mr. Court alleges that on March 26, 2006, his constitutional rights were violated when a sheriff's deputy working in the jail struck him in the face causing injuries. If the Board of Supervisors approves the settlement in this case, the case will be dismissed against all parties.

Applicable Statute, Code, Policy, Rule or Regulation: N/A

Fiscal Impact: \$30,000.00

Funding Source: 590-0745-415-05-13

Supporting Material: Release of All Claims

Prepared By: Melanie Bruketta, Chief Deputy D.A.

Reviewed By:

_____	Date: _____
(City Manager)	
_____	Date: _____
(District Attorney)	
_____	Date: _____
(Finance Director)	

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____

(Vote Recorded By)

RELEASE OF ALL CLAIMS

For and in consideration of the payment of THIRTY THOUSAND DOLLARS (\$30,000.00) to BRET COURT, receipt of which is hereby acknowledged by BRET COURT, the undersigned, BRET COURT, hereby releases, acquits and forever discharges, COUNTY OF CARSON CITY, KENNETH FURLONG, and DEPUTY CHARLES FARREL, including their agents, servants, and/or employees, and any and all other persons, firms, corporations or insurers, which might be subject to liability arising out of the incident hereinafter referred to, of and from any and all demands, actions, causes of action, claims for relief of every kind and nature whatsoever, known or unknown, suspected and unsuspected, anticipated and unanticipated, past, present and future, for personal injuries, medical expenses, economic losses, or otherwise, including all consequential damages, resulting or to result from or in any way arising out of an incident which occurred on or about March 26, 2006, at or near Carson City, Nevada, wherein it is alleged that BRET COURT sustained personal injuries and other damages.

Without limiting the effect of this Release, it is understood and agreed that this Release includes all claims for relief and causes of action averred in that certain action entitled "BRET COURT, Plaintiff, vs. COUNTY OF CARSON CITY; KENNETH FURLONG; and DEPUTY CHARLES FARREL; JOHN DOE 1-10; and BLACK and WHITE MUNICIPALITY/ COUNTY/STATE ENTITIES 1-10, inclusive, Defendants" filed in the United States District Court, District of Nevada, and bearing Case No.3:08-CV-155-BES(RAM).

It is further understood and agreed that this Release is executed as a compromise of a disputed claim, and that said payment for this Release is not to be construed as an admission of liability on the part of COUNTY OF CARSON CITY, KENNETH FURLONG, and DEPUTY

CHARLES FARREL, including their agents, servants, and/or employees, and any and all other persons, firms, corporations or insurers, such liability being expressly denied.

The undersigned expressly understands that the injuries sustained may be permanent and progressive in nature and that the recovery therefrom is uncertain and indefinite in that all of the injuries, damages or losses may not be fully known and they may be more numerous or more serious than now expected.

The undersigned specifically recognizes and accepts the risk of the possible existence of presently unknown and unanticipated injuries or damages resulting from this accident or incident and which may be discovered after the execution of this Release and/or the possibility that other known injuries or damages may be or become more serious than now expected.

The undersigned further covenants and agrees that this Release contains the entire agreement between the parties hereto, that the terms of this Release are contractual and not a mere recital.

No promise or inducement other than set forth herein has been made, offered or agreed upon.

The undersigned specifically agrees to satisfy any and all liens from whatever sources that may have arisen in this matter.

The undersigned states that he has carefully read the foregoing Release in its entirety, has conferred with his attorney, knows and understands the contents thereof, and signs the same as his own free act. The undersigned authorizes his attorney to enter into a dismissal with prejudice of that certain action more particularly described on Page One of this Release, with all parties to

bear their own costs and attorney fees.

IN WITNESS WHEREOF, the undersigned has executed this Release this _____ day of _____, 2009.

BRET COURT

STATE OF _____)
 :ss.
COUNTY OF _____)

On this _____ day of _____, 2009, personally appeared before me the undersigned Notary Public, BRET COURT, known to me or proved to me to be the person mentioned in the above and foregoing Release of all Claims, and who acknowledged to me that he executed the same for the uses and purposes therein mentioned.

NOTARY PUBLIC