

Item #9-ZE

**City of Carson City
Agenda Report**

Date Submitted: 5-26-09

Agenda Date Requested: 6-4-09

Time Requested: Consent Agenda

To: Carson City Board of Supervisors

From: Carson City Sheriff's Office

Subject Title: Action to adopt a resolution approving an Interlocal Contract between the State of Nevada, acting by and through its Department of Public Safety, and Carson City, a consolidated municipality and political subdivision of the State of Nevada, on behalf of the Carson City Sheriff's Office, to assist with oral examination panels and other matters properly related thereto.

Staff Summary: Per NRS 284.210 (4) (a), oral examination panel members cannot have more than one third of the members belong to the Department in which the vacancy exists. When conducting oral promotional examinations for the Nevada Highway Patrol, Investigations Division, and Parole and Probation, it is necessary to obtain members from other agencies or entities to fill the panel. Adoption of this Contract will facilitate the reimbursement of per diem costs for members of the Carson City Sheriff's Office to assist in the oral promotional examinations for the Nevada Department of Public Safety divisions mentioned above.

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 adopt Resolution No. ____, a resolution adopting and approving an Interlocal Contract between the State of Nevada, acting by and through its Department of Public Safety, and Carson City, a consolidated municipality and political subdivision of the State of Nevada, on behalf of the Carson City Sheriff's Office, to assist with oral examination panels and other matters properly related thereto.

Explanation for Recommended Board Action: In the event a member of the Carson City Sheriff's Office assists the Nevada Department of Public Safety with oral promotional examinations this Contract will provide a mechanism to reimburse the Carson City Sheriff's Office for any per diem costs.

Applicable Statute, Code, Policy, Rule or Regulation: Chapter 277

Fiscal Impact: No fiscal impact

Funding Source: N/A

Supporting Material: Interlocal Contract

Prepared By: Kathie Heath, Business Manager

Reviewed By:



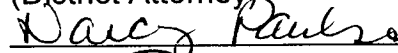
(City Manager)

Date: 5/26/09



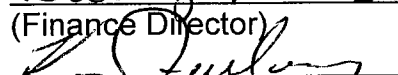
(District Attorney)

Date: 5-26-09



(Finance Director)

Date: 5/26/09



(Sheriff)

Date: 5/26/09

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

RESOLUTION NO. _____

A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL CONTRACT BETWEEN THE STATE OF NEVADA, ACTING BY AND THROUGH ITS DEPARTMENT OF PUBLIC SAFETY, AND CARSON CITY, A CONSOLIDATED MUNICIPALITY AND POLITICAL SUBDIVISION OF THE STATE OF NEVADA, ON BEHALF OF THE CARSON CITY SHERIFF'S DEPARTMENT, TO ASSIST WITH ORAL EXAMINATION PANELS AND OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, pursuant to NRS 277.180, any one or more public agencies may enter into interlocal contracts with any one or more other public agencies for the performance of any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, the Department of Public Safety is a department of the State of Nevada; and

WHEREAS, Carson City is a political subdivision of the State of Nevada; and

WHEREAS, NRS 277.180 provides that every such contract must be ratified by appropriate official action of the governing body of each party to the contract as a condition precedent to its entry into force; and

WHEREAS, NRS 277.180 also provides that every such contract must set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the parties to the Interlocal Contract to assist with oral examination panels, desire to adopt and approve such contract as required by NRS 277.180. A copy of the contract is attached to this Resolution as Exhibit "A;" and

NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of the Interlocal Contract to assist with oral examination panels, is hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Interlocal Contract to assist with oral examination panels, shall be spread at large upon the minutes or attached in full thereto as an exhibit, and that a copy of this Resolution shall be sent to the State of Nevada, Department of Public Safety.

Upon motion by Supervisor _____, seconded by
Supervisor _____, the foregoing Resolution was passed and
adopted this ____ day of June, 2009 by the following vote.

VOTE: AYES:

NAYS:

ABSENT:

ABTAIN:

Robert L. Crowell, Mayor
Carson City, Nevada

ATTEST

Alan Glover, Clerk
Carson City, Nevada

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

Department of Public Safety

Nevada Highway Patrol Division; Division of Parole and Probation; Investigation Division
555 Wright Way Carson City, Nevada 89711
Ph. 775-684-4698 Fax: 775-684-4502

And

Carson City Sheriff's Office

901 East Musser Street
Carson City, Nevada 89701
775 887-2500

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.

2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.

3. CONTRACT TERM. This Contract shall be effective upon approval to **June 30, 2011**, unless sooner terminated by either party as set forth in this Contract.

4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: SCOPE OF WORK

7. CONSIDERATION. **CARSON CITY SHERIFF'S OFFICE** agrees to provide the services set forth in paragraph (6) at a cost of **\$ per diem to be reimbursed at the current GSA rate** with the total Contract or installments payable: **per reimbursement request**, not exceeding **five hundred dollars (\$500.00)**. Any intervening end to an annual or biennial appropriation period shall be deemed an

automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for

one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

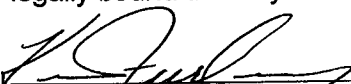
20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

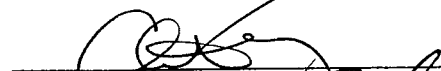
22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the State of Nevada Office of the Attorney General.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.


Garson City Sheriff's Office

3/13/07 Sheriff
Date Title


Chief, Nevada Highway Patrol

03/18/09 Chief
Date Title


Chief, Parole and Probation

3/19/09 Chief
Date Title


Chief, Investigation Division

3-24-09 Chief
Date Title


Chief, Administrative Services

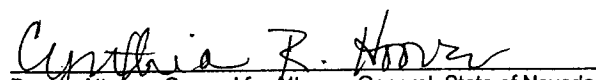
4-1-09 Chief
Date Title

Signature – Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On _____
(Date)

Approved as to form by:


Deputy Attorney General for Attorney General, State of Nevada

On 3-31-09
(Date)

ATTACHMENT AA

SCOPE OF WORK Oral Examination Panels

Per Nevada Revised Statute 284.210 (4) (a), oral examination panel members cannot have more than one third of the members belong to the Department in which the vacancy exists. When conducting oral promotional examinations for the Highway Patrol, Investigations Division, and Parole and Probation, it is necessary to obtain members from other agencies or entities to fill the panel. These members usually have law enforcement backgrounds to ensure the familiarity with the subject matter of the exam. These members are usually required to be present for the entire duration of the oral examinations.

Oral examination panel members interview prospective candidates for employment or promotion, provide expertise in the review of candidates' experience, and make recommendations to the Department on which candidates to hire or promote.

Per State Administrative Manual (SAM) 0320.0 (6), Independent Contractors may be reimbursed for travel, per diem, (i.e breakfast, lunch and/or dinner), and other expenses if stipulated in the contract, but must conform to the procedures and rates allowed for State officers and employees. The Divisions would like to reimburse the oral board members for expenses incurred for each day of the examination. As they are usually local, this could include lunch.

The Department of Public Safety is authorized to reimburse the participating law enforcement agency for per diem (typically lunch) for the agency's employees participating in oral examination panels, in accordance with SAM, at the current GSA rates.