

Item # 9-1B

**City of Carson City
Agenda Report**

Date Submitted: 6/23/09

Agenda Date Requested: 7/02/09
Time Requested: Consent Agenda

To: Carson City Board of Supervisors

From: Carson City Sheriff's Office

Subject Title: Action to adopt a resolution adopting and approving an Interlocal Contract between Lyon County, Nevada, a political subdivision of the State of Nevada, and Carson City, Nevada, a consolidated municipality and political subdivision of the State of Nevada, to mutually share law enforcement personnel on an as-needed basis and other matters properly related thereto.

Staff Summary: Adoption of this agreement will allow Lyon County and Carson City to share law enforcement personnel upon request by either agency. Neither Lyon County nor Carson City are required to agree to a request to provide personnel, if the request will deplete or diminish law enforcement service levels needed by Lyon County or Carson City, or if the request will endanger the residents of Lyon County or Carson City.

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 Lyon County, Nevada, a political subdivision of the State of Nevada, and Carson City, Nevada, a consolidated municipality and political subdivision of the State of Nevada, to mutually share law enforcement personnel on an as-needed basis and other matters properly related thereto.

Explanation for Recommended Board Action: Adoption of this agreement will allow Lyon County and Carson City to share law enforcement personnel upon request by either agency. Neither Lyon County nor Carson City are required to agree to a request to provide personnel, if the request will deplete or diminish law enforcement service levels needed by Lyon County or Carson City, or if the request will endanger the residents of Lyon County or Carson City.

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:



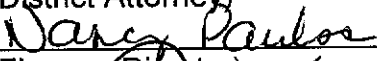
(City Manager)

Date: 6/24/09



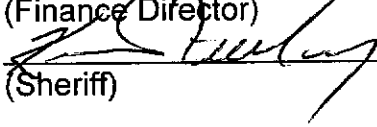
(District Attorney)

Date: 6-23-09



(Finance Director)

Date: 6/23/09



(Sheriff)

Date: 6/23/09

Board Action Taken:

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

(Vote Recorded By)

RESOLUTION NO. _____

A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL CONTRACT BETWEEN LYON COUNTY, NEVADA, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA, AND CARSON CITY, NEVADA, A CONSOLIDATED MUNICIPALITY AND POLITICAL SUBDIVISION OF THE STATE OF NEVADA, TO MUTUALLY SHARE LAW ENFORCEMENT PERSONNEL ON AN AS-NEEDED BASIS 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, Carson City and Lyon County are political subdivisions 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 mutually share law enforcement personnel on an as-needed basis, 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 mutually share law enforcement personnel on an as-needed basis is hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Interlocal Contract to mutually share law enforcement personnel on an as-needed basis 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 Lyon County.

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

INTERLOCAL CONTRACT
Between
LYON COUNTY, NEVADA
And
CARSON CITY, NEVADA

WHEREAS, Lyon County is a political subdivision of the State of Nevada; and

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

WHEREAS, Lyon County and Carson City share a common border; and

WHEREAS, it is in the best interest of both counties and their residents to mutually share law enforcement activities on an as-needed basis; and

WHEREAS, Nevada Revised Statutes 277.180(1) allows public agencies to contract with other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized to perform; and

WHEREAS, Carson City and Lyon County are public agencies as defined in Nevada Revised Statutes 277.100, and both agencies oversee law enforcement agencies in their respective jurisdictions;

NOW, THEREFORE, Lyon County and Carson City agree as follows:

1. **Terms of Agreement.** The term of this agreement shall be from July 1, 2009 to June 30, 2011, and may continue for two-year periods thereafter unless terminated with the giving of notice as required below.
2. **Services to Be Provided.** Upon request of either public agency, the other agency will provide law enforcement and/or search and rescue assistance. The request must be made by an authorized party of either jurisdiction, holding the rank of sergeant or higher. The request will be honored by the responding agency unless providing those services will deplete or diminish the levels of law enforcement services required in that jurisdiction or will endanger the residents of that jurisdiction.
3. **Agent of Requesting Agency.** Any personnel involved in responding to a request for assistance in the other jurisdiction shall be considered as an agent of the party requesting aid and the requesting agency shall hold the assisting personnel harmless from all claims, liabilities and demands arising out of their performance. The responding personnel shall report to the requesting agency and will, for the purposes of this contract, report to the command staff of the requesting agency. For the purposes of this contract, responding personnel shall be entitled to exercise all necessary powers as that of the requesting agency's personnel;
4. **Workman's Compensation Insurance.** Each party to this agreement shall bear their own workman's compensation costs for any injuries arising out to the performance of this contract.

5. **Insurance.** By signing this contract, both agencies represent that they carry liability insurance in an amount sufficient to cover any claims made against assisting personnel.
6. **Indemnification.** It is not the intention of this contract to affect the legal liability of either Carson City or Lyon County by imposing any standard of care other than the standard of care imposed by law. Carson City and Lyon County also agree that each party to this agreement shall fully indemnify and hold harmless the other party from any damage or liability occurring by reason of act or omission of it or its respective officers or employees, under or in connection with any work performed under this contract. The parties to this contract shall jointly defend any action brought by a third party, whether in law or equity, which arises from this agreement. Should a dispute arise over apportionment of liability to a third party or a dispute between parties concerning the contract, any such action shall be heard in a court with jurisdiction over the site of the incident which created the dispute.
7. **Use of Force or Officer-Involved Traffic Accidents.** If an on-duty officer from one jurisdiction is involved in a use of force incident or traffic accident in the other jurisdiction, the following procedures shall apply:
 - a. The agency of the involved officer shall provide a minimum of one supervisor or investigator to work with the investigating agency.
 - b. The agency of the involved officer may interact and assist with the investigating agency, but will not attempt to influence the course or outcome of the investigation.
 - c. Nothing under the terms of this contract will prohibit the jurisdiction in which the incident occurred from requesting assistance from other agencies, including agencies associated with the federal government.
8. **Termination of Contract.** This contract may be terminated by either party prior to the date set forth in paragraph one, without cause, by giving 30 days written notice to the other party.
9. **Entire Contract – Partial Invalidity.** This contract constitutes the entire agreement between the parties and may not be changed except by an instrument in writing signed by Carson City and Lyon County. In the event any provision shall be determined to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect the other or remaining provisions;
10. **Construction of Contract.** This contract shall be construed and interpreted according to the laws of the State in which the act or omission occurred. The contract will be reasonably construed to effectuate the intent of both parties. As both parties have been represented by counsel, no presumptions shall arise from the identity of the drafter.

11. **Notice.** Any notices required under the terms of this contract shall be made by either U.S. mail or by hand delivery to the following:

Lyon County Board of Commissioners
27 South Main Street
Yerington, NV 89447

Carson City Board of Supervisors
201 North Carson Street Suite 2
Carson City, Nevada 89701

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed.

On Behalf of Carson City:

Dated this _____ day of _____, 2009

By:

Bob Crowell, Mayor, Carson City Board of Supervisors

By:

Ken Furlong, Sheriff, Carson City, Nevada

ATTEST:

Alan Glover, Carson City Clerk

Approved As to Form:

Carson City District Attorney's Office

On Behalf of Lyon County:

Dated this 4th day of June, 2009

By:

Phyllis Hunewill, Chairman, Lyon County Board of Commissioners

By:

Allen Veil, Sheriff, Lyon County, Nevada

ATTEST:

Trishbi Bryan
Lyon County Clerk

Approved As to Form:

Lyon County District Attorney's Office