

Item #16

**City of Carson City
Agenda Report**

Date Submitted: 5-11-10

Agenda Date Requested: 5-20-10

Time Requested: 5 minutes

To: Carson City Board of Supervisors

From: Rory Planeta, Chief of Alternative Sentencing

Subject Title: Action to adopt a resolution adopting and approving an Interlocal Contract between Carson City, a consolidated municipality and political subdivision of the State of Nevada, on behalf of the Carson City Department of Alternative Sentencing and Douglas County, a political subdivision of the State of Nevada, on behalf of the Douglas County Department of Alternative Sentencing, to provide personnel for alternative sentencing duties and other matters properly related thereto. *(Rory Planeta)*

Staff Summary: Adoption of this agreement will allow Carson City to temporarily assist Douglas County by providing an Alternative Sentencing Officer. Douglas County will reimburse Carson City for the costs of the officer, which will include salary and benefits.

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 Carson City, a consolidated municipality and political subdivision of the State of Nevada, on behalf of the Carson City Department of Alternative Sentencing and Douglas County, a political subdivision of the State of Nevada, on behalf of the Douglas County Department of Alternative Sentencing, to provide personnel for alternative sentencing duties and other matters properly related thereto.

Explanation for Recommended Board Action: Adoption of this agreement will allow Carson City to temporarily assist Douglas County by providing an Alternative Sentencing Officer. Douglas County will reimburse Carson City for the costs of the officer, which will include salary and benefits. Carson City will utilize hourly employees on an as-needed basis.

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

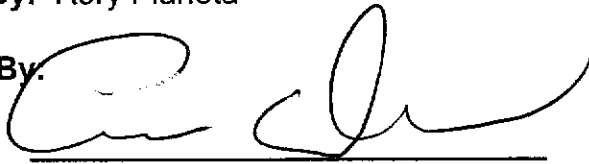
Fiscal Impact: Salary savings to Carson City

Funding Source: Douglas County

Supporting Material: Interlocal Contract

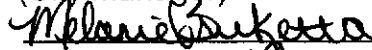
Prepared By: Rory Planeta

Reviewed By:



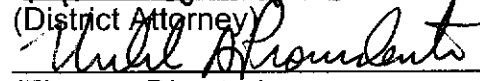
Date: 5/4/10

(City Manager)



Date: 5.11.10

(District Attorney)



Date: 5/4/10

(Finance Director)

Board Action Taken:

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

(Vote Recorded By)

RESOLUTION NO. _____

A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL CONTRACT BETWEEN CARSON CITY, A CONSOLIDATED MUNICIPALITY AND POLITICAL SUBDIVISION OF THE STATE OF NEVADA, ON BEHALF OF THE CARSON CITY DEPARTMENT OF ALTERNATIVE SENTENCING AND DOUGLAS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA, ON BEHALF OF THE DOUGLAS COUNTY DEPARTMENT OF ALTERNATIVE SENTENCING, TO PROVIDE PERSONNEL FOR ALTERNATIVE SENTENCING DUTIES 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 Douglas County are public agencies within 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 provide personnel for alternative sentencing duties 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 provide personnel for alternative sentencing duties, is hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Interlocal Contract to provide personnel for alternative sentencing duties, 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 Douglas County, Department of Alternative Sentencing.

Upon motion by Supervisor _____, seconded by
Supervisor _____, the foregoing Resolution was passed and
adopted this ___ day of May, 2010 by the following vote.

VOTE: AYES:

NAYS:

ABSENT:

ABTAIN:

Robert L. Crowell, Mayor
Carson City, Nevada

ATTEST

Alan Glover, Clerk
Carson City, Nevada

INTERLOCAL AGREEMENT

This Agreement is made by and between Douglas County and Carson City (Carson).

RECITALS

WHEREAS, the parties are public agencies under NRS 277.100 and NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, Douglas County Department of Alternative Sentencing is currently understaffed and Carson City Department of Alternative Sentencing is willing to loan Douglas County one Alternative Sentencing Officer to perform the full range of Alternative Sentencing duties; and

WHEREAS, Douglas County is currently recruiting for a Chief Alternative Sentencing Officer; and

WHEREAS, Douglas County anticipates hiring a Chief Alternative Sentencing Officer no later than August 1, 2010.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

(1) The parties agree that Carson City will provide one Carson City Alternative Sentencing Officer to Douglas County and Douglas County will reimburse all salary and benefit related costs (including PERS, unemployment, worker compensation, salary and benefit costs) to Carson City not to exceed \$40,000.00 through August 31, 2010.

(2) Carson City and Douglas County will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. However, Douglas County agrees to

defend, not excluding Carson City's right to participate, hold harmless and indemnify Carson City from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Douglas County, its officers, employees, agents, and the one Carson City Alternative Sentencing Officer who is working on behalf of Douglas County in accordance with this Agreement.

(3) This Agreement constitutes the full and final agreement between the parties and shall not be modified except in writing and signed by both parties.

(4) This Agreement may not be assigned except by writing signed by both parties and shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

(5) Carson City and Douglas County are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party. Douglas County shall have the sole right to supervise, manage, operate, control and direct performance of details of the personnel provided by Carson City to Douglas County under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, between Carson City and Douglas County.

(6) The parties agree that if any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

DOUGLAS COUNTY BOARD
OF COUNTY COMMISSIONERS

CARSON CITY BOARD
OF SUPERVISORS

By: _____
Chairperson

By: _____
Mayor