

Item # 4-2A

**City of Carson City
Agenda Report**

Date Submitted: March 11, 2008

Agenda Date Requested: March 20, 2008

Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing & Contracts

Subject Title: Action to adopt A Resolution Adopting and Approving an Interlocal Contract for the provision of law enforcement and/or search and rescue assistance, upon request, between the County of Douglas, a political subdivision of the State of Nevada, and Carson City, a consolidated municipality and political subdivision of the State of Nevada and other matters properly related hereto (File 0708-137)

Staff Summary: Both Carson City and Douglas County desire to enter into an agreement to allow Carson City and Douglas County to utilize the assistance of the other in providing law enforcement and/or search and rescue assistance, upon request.

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 A Resolution Adopting and Approving an Interlocal Contract for the provision of law enforcement and/or search and rescue assistance, upon request, between the County of Douglas, a political subdivision of the State of Nevada, and Carson City, a consolidated municipality and political subdivision of the State of Nevada and other matters properly related hereto (File 0708-137)

Explanation for Recommended Board Action: Nevada Revised Statutes (NRS) 277.180(1) allows 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.

NRS 277.180(3) (f) provides that the authorized purposes of agreements made pursuant to NRS 277.180(1) include the joint and cooperative use of law enforcement agencies; and Carson City and Douglas County are public agencies within the meaning of NRS 277.100, and both agencies oversee law enforcement agencies in their respective jurisdictions.

The term of this interlocal contract is from January 1, 2008 through December 31, 2008, and may continue for two-year periods thereafter unless terminated by either party, without cause, by giving 30 days written notice to the other party.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 277.180

Fiscal Impact: None

Explanation of Impact: None

Funding Source: None

Supporting Material: Resolution and Interlocal Contract

Prepared By: Cheryl Adams, Purchasing & Contracts Manager

Reviewed By:

(Sheriff's Office)

Date: 3/11/08

(City Manager)

Date: 3/11/08

(District Attorney)

Date: 3-11-08

(Finance Director)

Date: 3-11-08

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)



Silver Oak Development Company

Limited Partnership

430 Jeanell Dr., Suite A • Carson City, NV 89703

February 8, 2008



Walter Sullivan
Carson City Planning and Community Development
2621 Northgate Lane, Suite 62
Carson City, NV 89706

Dear Mr. Sullivan:

Please consider this letter a formal request for a one year extension to the map filing requirement contained in our PUD agreement with the City of Carson.

Current economic conditions have created an extremely weak real estate sales environment. Because of these conditions Silver Oak has been unable to move its sizeable inventory of improved lots.

The last map recorded by Silver Oak was a parcel map in July of 2007 which would technically require Silver Oak to file another parcel or final map by July of 2008 to remain in compliance with our PUD agreement.

We would kindly request a one year extension of this requirement until July of 2009.

Please feel free to contact me with any questions at 882-6302.

Very truly yours,

Mark B. Turner
Silver Oak Development

RESOLUTION NO. _____

A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL CONTRACT FOR THE MUTUAL PROVISION OF LAW ENFORCEMENT AND/OR SEARCH AND RESCUE ASSISTANCE, UPON REQUEST, BETWEEN THE COUNTY OF DOUGLAS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA, AND CARSON CITY, A CONSOLIDATED MUNICIPALITY AND POLITICAL SUBDIVISION OF THE STATE OF NEVADA 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 is a political subdivision of the State of Nevada and Douglas County is also 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 for the provision of law enforcement and/or search and rescue assistance, upon request, 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 for the provision of law enforcement and/or search and rescue assistance, upon request, is hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Interlocal Contract for the provision of law enforcement and/or search and rescue assistance, upon request, 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 Douglas County Sheriff's Office.

Upon motion by Supervisor _____, seconded by
Supervisor _____, the foregoing Resolution was passed and
adopted this 20th day of March, 2008 by the following vote.

VOTE:

AYES:

NAYS:

ABSENT:

ABTAIN:

Marv Teixeira, Mayor
Carson City, Nevada

ATTEST

Alan Glover, Clerk
Carson City, Nevada

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

WHEREAS, Douglas 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, Douglas 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 Douglas 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, Douglas County and Carson City agree as follows:

1. **Terms Of Agreement.** The term of this agreement shall be from January 01, 2008 to December 31, 2010, 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 that 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 of 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 Douglas County by imposing any standard of care other than the standard of care imposed by law. Carson City and Douglas 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 Douglas 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:

Douglas County Board of Commissioners
P.O. Box 218
Minden, NV 89423

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 _____, 2008

By:

Marv Teixeira, Mayor, Carson City Board of Supervisors

By:

Ken Furlong, Sheriff, Carson City, Nevada

ATTEST:

Alan Glover, Carson City Clerk

Approved As to Form:

Melanie Bubotta
Carson City District Attorney's Office

On Behalf of Douglas County:

Dated this _____ day of _____, 2008

By:

James Baushke, Chairman, Douglas County Board of Commissioners

By:

Ronald P. Pierini, Sheriff, Douglas County, Nevada

ATTEST:

Douglas County Clerk

Approved As to Form:

Douglas County District Attorney's Office