

INTERLOCAL AGREEMENT
Extraditions

This agreement (“Agreement”) is made and entered into on the last date of governmental approval reflected herein, by and between the County of Washoe (“County”), a political subdivision of the State of Nevada, on behalf of the Washoe County Sheriff’s Office (“WCSO”), and the City of Sparks, a municipal corporation (“Sparks”), on behalf of the Sparks Police Department, (“SPD”).

WHEREAS, WCSO performs extraditions of prisoners on a regular basis; and

WHEREAS, WCSO processes the extradition of approximately 65 prisoners and their related files for SPD each year on a regular basis; and

WHEREAS, extraditions instituted by SPD can be done more cost-effectively using the resources and contacts of WCSO; and

WHEREAS, the parties desire that WCSO arrange extraditions for SPD and transport prisoners within Nevada and from states outside Nevada; and

WHEREAS, SPD agrees to compensate WCSO for the arrangement of extradition and transporting such prisoners,

NOW, THEREFORE, the parties agree as follows:

Statutory Authority. Nevada Revised Statutes 277.080 through 277.180 authorize 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 authorizes the sharing of resources between public agencies.

1. General Agreement. To the extent funds are available from the SPD and at the request of SPD, WCSO shall arrange for extradition and shall transport of prisoners as provided herein. The WCSO shall use reasonable efforts to arrange the most cost-effective transportation available.

2. Administration Fee. Extradition requested by SPD will be charged a \$108.00 flat administration fee per file, regardless of whether transportation occurs.

3. Prisoners within Nevada. Extradition of prisoners within Nevada is subject to the following provisions:

(a) WCSO shall transport such prisoners using its personnel or provide other personnel for such transport at its own expense, except that the SPD may provide personnel for such purposes upon request by either agency.

(b) SPD shall pay WCSO a \$108.00 flat Administration Fee as described in Paragraph 2.

(c) SPD shall pay the “Actual Costs” of transportation relating to the extraditions. Actual costs may include, but are not limited to: Commercial airfare, private transportation, mileage, per diem, aircraft rental, vehicle rental and “Hourly Wage” associated with WCSO personnel.

(1) Hourly wage will be \$70 per hour, per deputy/officer. These wages shall be waived if SPD provides all the personnel to conduct an extradition.

(2) “Hourly Wage” shall be shared pro rata between WCSO and SPD, if WCSO prisoners are extradited concurrently with SPD prisoners.

(d) “Actual Costs” shall be shared pro rata between WCSO and SPD, if WCSO prisoners are extradited concurrently with SPD prisoners.

4. Prisoners outside the State of Nevada. Extradition of prisoners in states other than Nevada is subject to the following provisions:

(a) WCSO shall transport such prisoners using its personnel or provide other personnel for such transport at its own expense, except that the SPD may provide personnel for such purposes upon request by either agency.

(b) SPD shall pay WCSO a \$108.00 flat Administration Fee as described in Paragraph 2.

(c) WCSO shall pay the cost of transportation and shall bill the State of Nevada (“State”) for reimbursement of those costs. WCSO is entitled to retain all reimbursement funds it obtains from the State.

(d) SPD shall pay the “Hourly Wage” as set forth in paragraph 3(c)(1) and (2) for WCSO personnel conducting extraditions on behalf of SPD.

(e) SPD shall reimburse the WCSO for actual costs not reimbursed by the State of Nevada for extradition of out of state transportation of prisoners.

5. Basic Allocation; Quarterly Payments; Maximum Amount Payable; Exceptions.

(a) The amount which SPD may pay annually to the WCSO pursuant to this Agreement shall not exceed THIRTY THOUSAND DOLLARS (\$30,000.00) per fiscal year (July 1 – June 30), except that the Chief of Police of Sparks may authorize additional payments to WCSO pursuant to this Agreement.

(b) Quarterly Payments. SPD shall continuously monitor the sums due and payable to WCSO under this Agreement. SPD shall calculate the amount owed to the WCSO for each quarter and submit payment to WCSO within 60 days after the end of the quarter. When making a quarterly payment, SPD shall inform WCSO of the balance remaining for the fiscal year. Quarterly payments are due based upon the County's fiscal year which is July 1 through June 30.

6. WCSO has no duties if SPD expends all sums available for the payment to WCSO.

(a) SPD shall immediately notify the WCSO in the event it has expended \$30,000.00 in a fiscal year pursuant to the terms of this Agreement, and (b) whether the Chief of SPD has authorized the appropriation of additional money for the fiscal year. SPD shall provide written notice thereof to the Washoe County Sheriff, 911 Parr Blvd., Reno, NV 89512 and in accordance with Paragraph 13 of this Agreement.

(b) In the event that \$30,000.00 is expended in a fiscal year under the terms of this Agreement and no additional money is appropriated, WCSO shall be under no obligation to assume any duties to arrange extraditions, transport prisoners, pay travel costs or perform any other acts pursuant to this Agreement. WCSO shall finish all SPD extraditions in progress when it receives notice pursuant to sub-paragraph (a) immediately above. The SPD shall pay the WCSO for such service from any fund allowed by law.

(c) Upon notice under Paragraph 6(a), WCSO may terminate this Agreement for the remainder of that fiscal year by sending a notice of termination to the Sparks Police Chief, Brian Allen.

(d) If additional money for payment of the duties under this Agreement is provided, the parties shall continue performance under this Agreement until such additional funding is exhausted.

7. Retroactive Payments Permitted. At the sole discretion of SPD, this Agreement may be applied retroactively to extraditions performed by WCSO within the six months prior to its effective date. Nothing in this Agreement or this paragraph requires SPD to pay WCSO for any extraditions prior to such effective date, and the decision to make such voluntary payments rests entirely with SPD.

8. Agreement Does Not Limit Authority of SPD. Nothing in this Agreement negates or limits the authority of SPD to arrange and/or perform any extraditions using its own personnel or persons from any law enforcement agency other than the WCSO.

9. Termination. This term of this Agreement is from its effective date up to and including June 30, 2016, unless terminated at an earlier date by one or both parties. This Agreement may be terminated by written agreement of termination executed by both parties, and it may also be terminated by one party serving the other party with written

notice of termination in a manner described in paragraph 13 thirty (30) days prior to effective date of termination.

10. Partial Invalidity. If any non-material term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

11. Entire Agreement. This Agreement constitutes the entire contract between the parties hereto and may not be modified except by an instrument in writing signed by the party to be charged.

12. Construction. The Parties and their professional advisers have prepared this Agreement jointly. The Parties and their respective advisors believe that this Agreement is the product of all of their efforts, that it expresses their agreement and that it should not be interpreted in favor of or against any Party.

13. Notices. Any notice or other communication required or permitted to be given under this agreement shall be in writing and shall be (i) personally delivered, or (ii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. All notices shall be deemed received upon actual receipt. Notices shall be directed to the Sheriff of Washoe County and/or the Sparks Police Chief at their respective business addresses.

14. Individual Liability of Participating Agencies.

A. Each participating agency agrees that it will be responsible to the extent required by law for any liability or loss that may be incurred as a result of any claim, demand, cost or judgment made against that agency arising from any negligent act or failure to act by that agency's employees, agents or servants in connection with work or responsibilities performed pursuant to this Agreement. Each agency will assert the defense of sovereign immunity as appropriate in all cases. Each agency's obligation for actions sounding in tort is limited in accordance with the provisions of NRS Chapter 41.

B. Each participating agency shall be solely responsible for the following costs, expenses and liabilities related to its employees, agents or servants:

1. Withholding income taxes, FICA or any other taxes or fees
2. Industrial insurance (Worker's Compensation coverage)
3. Participation in any group insurance plans available to employees
4. Contribution to the Public Employees Retirement System
5. Accumulation of vacation leave or sick leave
6. Unemployment compensation coverage provided by the participating agencies.
7. Any other cost, expense or liability related to its employees, agents or servants.

15. Independent Public Agencies. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties 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, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency to any other party.

IN WITNESS WHEREOF, the Parties hereto have approved this Agreement and have caused this Agreement to be executed by their respective officers on this _____ day of _____, 2013.

CITY OF SPARKS

COUNTY OF WASHOE

Geno Martini, Mayor, City of Sparks

David E. Humke, Chairman, Board
of County Commissioners

ATTEST:

ATTEST:

Sparks City Clerk

Washoe County Clerk

Approved as to form:

Approved as to form:

Sparks City Attorney

Washoe County District Attorney