

**MEMORANDUM OF UNDERSTANDING BETWEEN CLARK COUNTY AND THE CLARK
COUNTY SHERIFF CONCERNING THE EX OFFICIO CONSTABLE FOR
LAS VEGAS TOWNSHIP**

This Memorandum of Understanding ("Memorandum") is between the County of Clark, State of Nevada ("County") and the Clark County Sheriff ("Sheriff"), collectively referred to as the "Parties", regarding the operations, administration and responsibilities related to the Sheriff's duties and powers as Ex Officio Constable for the Las Vegas Township ("Ex Officio Constable"), as previously appointed to the Sheriff by the Board of County Commissioners of Clark County, Nevada.

WHEREAS, NRS 258.010(b) provides that in a county whose population is 700,000 or more, if the board of county commissioners determines that the office of constable is not necessary in one or more townships within the county, it may, by ordinance, abolish the office in those townships; and

WHEREAS, on March 19, 2013, the Board of County Commissioners of the County of Clark, State of Nevada, adopted ordinance number 4090, adding new Chapter 2.15 to the Clark County Code, abolishing the Office of the Constable for the Las Vegas Township, effective 11:59 p.m. January 4, 2015, having found that the office was not necessary because the duties and functions of that office can be performed by the Office of Sheriff Civil, or through other private or public means; and

WHEREAS, NRS 258.010 further provides that, for a township in which the office of constable has been abolished, the board of county commissioners may, by resolution, appoint the sheriff ex officio constable to serve without additional compensation; and

WHEREAS, on October 7, 2014, the Board of County Commissioners of the County of Clark, State of Nevada, approved, adopted and authorized a Resolution appointing the Sheriff Ex Officio Constable for the Las Vegas Township, as well as its incorporated Memorandum of Understanding setting forth conditions of operation; and

WHEREAS, the Parties now enter into this Memorandum to promote the highest quality services, operations, administration, and public safety to the community through the Ex Officio Constable for the Las Vegas Township; and

WHEREAS, the Parties intend to have this Memorandum replace the Memorandum of Understanding entered on October 7, 2014, which shall expire at 11:59 p.m., on July 31, 2026; and

WHEREAS, it remains the intent of the Parties that the functions to be performed in relation hereto shall not be an additional financial burden on the Las Vegas Metropolitan Police Department (LVMPD), but shall be fully funded through Clark County.

NOW, THEREFORE, it is hereby understood, by and between Clark County, through its Board of Commissioners, and the Clark County Sheriff, as follows, until otherwise provided in accordance with law:

- 1. Ex Officio Constable Duties and Powers.** The Clark County Sheriff, through the Las Vegas Metropolitan Police Department ("LVMPD"), shall control and execute all duties and powers of the Ex Officio Constable through LVMPD and/or the Sheriff's Civil Section, under the command of LVMPD officer(s), commissioned or civilian employee(s), or qualified contract employee(s), ranks or equivalent as determined by the Sheriff based on operational need. If the designated commander(s)' employment with the LVMPD is covered by a Collective Bargaining Agreement, the commander(s)' rate of pay shall be consistent with the requirements of the applicable collective bargaining agreement. The Sheriff's Civil Section personnel, sworn and civilian, may be utilized to support and/or execute duties and powers of the Ex Officio Constable.
- 2. Ex Officio Constable Personnel.** The Sheriff shall appoint peace officers, civilian personnel, and/or independent contractors to carry out the duties, powers, operations and administration of the Ex Officio Constable, as determined by the Sheriff based on operational need, any or all of whom may be LVMPD employees. The Sheriff may appoint deputy constables in accordance with NRS 258.060, deputy sheriffs in accordance with NRS 248.040, and police officers who have the same powers and duties as deputy sheriffs in accordance with NRS 248.045. The Sheriff may set lawful requirements of their qualifications and duties and may set their compensation out of fees collected pursuant to NRS Chapters 248 and/or 258. If the designated employee(s)' employment with the LVMPD is covered by a Collective Bargaining Agreement, the employee(s)' rate of pay shall be consistent with the requirements of the applicable collective bargaining agreement. As Ex Officio Constable, the Sheriff shall be responsible for the administration of and processing compensation for the deputy constables.
- 3. Office of Ex Officio Las Vegas Township Constable Personnel Contracts.** Any deputy constable or non-county personnel contracts with Clark County or the Ex Officio Constable of Las Vegas Township which are in existence prior to 11:59 p.m., July 31, 2026, shall be terminated without cause. Termination of these deputy constable and non-county personnel contracts shall not preclude subsequent contracting or employment of these individuals by the Sheriff, including as Ex Officio Constable;

however, such contracting or employment is at the discretion of the Sheriff and is not required.

4. **County Employees Clerical/Operational Staff.** The County employee clerical and operational staff members assigned to the Office of the Ex Officio Constable on July 31, 2026, shall continue to perform their duties for the Ex Officio Constable and shall continue to be County employees, paid through the County payroll system.
5. **Legal Advice.** The LVMPD Office of General Counsel shall provide legal counsel and representation, defense of claims and lawsuits, and agency advice for the Ex Officio Constable and constable functions.
6. **Insurance Coverage.** LVMPD shall consult with Clark County Risk Management to obtain liability and workers compensation insurance for the purpose of providing defense and coverage of liability for claims arising from the operations, administration, powers, and duties of the Ex Officio Constable for the Las Vegas Township. Automobile liability coverage shall be provided through the County's self-insured program. The cost of insurance coverage shall be considered a cost of the Ex Officio Constable and paid by the County.
7. **Budget.** The County shall continue to fund the operations related to the Ex Officio Constable at the current level. The budget approved by Clark County for the Ex Officio Constable's Office for fiscal year 2027, which shall be in effect on July 1, 2026, shall continue to inure to the benefit of the Ex Officio Constable funding operations before a new budget is approved. The County agrees to the FY27 budgetary increases to support the changes contemplated in this Memorandum attached as Exhibit A. No later than February 1 of each year, the Sheriff shall submit a budget for the Office of the Ex Officio Constable for the following fiscal year to the Clark County Department of Finance with a request for any additional LVMPD and/or County positions, capital, and service and supply requests for the Board of County Commissioner's considerations during their annual review and approval of the County budget.
8. **Assets.** The assets belonging and/or assigned to the Office of the Ex Officio Constable shall remain the property of the County. This shall include but is not limited to all vehicles, computers, licenses, cash, and accounts.
9. **Reporting.** Representatives from the Sheriff's Office and the County shall meet quarterly to discuss and report on the financial condition related to the operations and administration of the Ex Officio Constable's duties and powers.

10. Understanding of the Parties. This Memorandum shall not be construed as a binding contract, or for the benefit of any third parties, but rather represents the understanding and intent of the Parties to facilitate the responsibilities of the Clark County Sheriff as the Ex Officio Constable for the Las Vegas Township.

11. Reservation of Rights. This Memorandum shall not be determined to waive, amend, abrogate, or modify any right, power or authority granted by law to the Board of Clark County Commissioners or the Sheriff.

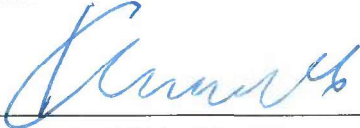
12. Effective Date. This Memorandum shall be enacted and take effect on August 1, 2026.

IT IS SO UNDERSTOOD, this _____ day of _____, 2026.

**BOARD OF COUNTY COMMISSIONERS,
CLARK COUNTY, NEVADA**

MICHAEL NAFT, Chair

CLARK COUNTY SHERIFF



KEVIN McMAHILL, Sheriff

APPROVED AS TO FORM:



JEFFREY S. ROGAN,
Deputy District Attorney

APPROVED AS TO FORM:



MICHAEL R. DICKERSON,
Assistant General Counsel

ATTEST:

LYNN MARIE GOYA, County Clerk

Exhibit A
FY27 LV Constable/Sheriff Civil Budget

LV Constable + Sheriff Civil		
\$	510,000	Deputy Constables
\$	1,447,755	Constable Full-Time Staff
\$	98,800	Constable Part-Time Staff
\$	4,910,305	Sheriff Civil Full-Time Staff
\$	6,966,860	Total Labor
\$	545,000	Constable Supplies/Equip
\$	60,500	Sheriff Civil Supplies/Equip
\$	7,572,360	Total Costs
\$	3,050,000	<i>Memo: Revenue Offset</i>
\$	4,522,360	Net Total Costs