

Item # 5-6

**City of Carson City
Agenda Report**

Date Submitted: 06/26/07

Agenda Date Requested: 07/05/07

Time Requested: Consent

To: Mayor and Supervisors
From: Andy Burnham, Public Works Director

Subject Title: Action to approve a Grant of Right of Entry to Real Property and Forestry Work Project Agreement between the State of Nevada, Division of Forestry and the Consolidated Municipality of Carson City for a cost of \$52,500 with funding from the Landfill Fund as this is related to fuel reduction work.

Staff Summary: Carson City will be contracting with the Division of Forestry for a dedicated inmate crew to perform various natural resource project work around our community. The dedicated inmate crew will be available to us on a 40 hour a week basis between July 1, 2007 and June 30, 2008. The crew will be available for 150 work days over the course of the agreement.

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 approve a Grant of Right of Entry to Real Property and Forestry Work Project Agreement between the State of Nevada, Division of Forestry and the Consolidated Municipality of Carson City for a cost of \$52,500 with funding from the Landfill Fund as this is related to fuel reduction work.

Explanation for Recommended Board Action: Approving this agreement will allow various city departments to move forward with implementing a program for utilization of a dedicated inmate crew for Carson City. The crew will be used to take care of Carson City's natural resource projects, open space projects, emergency fire response, and other activities. The use of inmates for project work, emergency response and other projects has proven itself to be very valuable. This contract was in effect for the last fiscal year and the program proved to be very successful. The inmates performed over 40 projects with a value in excess of \$200,000.

The District Attorney's office is uncomfortable with the liability provisions in the agreement. It is staffs opinion that the liability issues are negated by the substantial savings in costs. When research was conducted for the FY 06/07 agreement, it was determined that the insurance pool would provide the necessary coverage from losses.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 277.110

Fiscal Impact: \$52,500

Explanation of Impact: The funding allocated will cover the annual charges for the inmate crew. This cost should be off-set by a reduction in the number of contractors or part time employees hired to perform natural resource, land management, and fuel reduction work. The landfill will pay the initial costs and each department will reimburse for use at a rate of \$350 daily. This money has been budgeted for.

Funding Source: Landfill Fund, 550-6804-441-04-65

Alternatives: Continue to use inmate crews as they are available. This process is unreliable and often crews are not available.

Supporting Material: Work Plan Agreement

Prepared By: Stacey Giomi, Fire Chief

NOTE: There are two original contracts requiring signatures

Reviewed By: _____	Date: _____
(Public Works Director)	
_____	Date: _____
(City Manager)	
_____	Date: _____
(District Attorney)	
_____	Date: _____
(Finance Director)	

Board Action Taken:

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

(Vote Recorded By)

Nevada Division of Forestry

GRANT OF RIGHT OF ENTRY TO REAL PROPERTY
AND
FORESTRY WORK PROJECT AGREEMENT
FOR COOPERATORS

Project # TBD

This agreement is entered into this 1st 5TH day of July, ²⁰⁰⁸~~2007~~, by and between the Nevada Division of Forestry, NDF and the City of Carson City, Nevada hereinafter referred to as the Cooperator.

WHEREAS the Nevada Division of Forestry, pursuant to a community wide plan for fuels reduction, desires to perform conservation work on private property; and:

WHEREAS the cooperator acknowledges the benefit to his property based on the proposed work plan; and:

WHEREAS this work will be performed by NDF personnel and/or conservation camp crews (NDOC inmates) under supervision of NDF personnel and in accordance with the forestry work project agreement developed for this geographic area, community and/or real property, and:

WHEREAS the NDF needs permission of the cooperator to enter private property for such work:

Now THEREFORE the private property owner hereby grants permission for NDF personnel and/or conservation camp crews to enter his property and in consideration for NDF's promise to perform the work as described in the attached Project Plan and Agreement, cooperator, and NDF agree to the following terms and conditions:

TERMS OF GRANT OF RIGHT OF ENTRY:

1. The cooperator agrees his/her signature herein signifies consent and agreement to enter his/her property to perform work under the Project Work Plan and Agreement (Attachments 1 & 2) for the subject property.
2. NDF personnel and/or conservation camp crews will perform the work in a timely and efficient manner, as delineated by, and in accordance with, the project work plan and leave the property in an orderly condition.
3. The work will be performed at a time agreed upon between NDF and the cooperator.
4. Permission to access private property by NDF personnel and/or conservation camp crews will at all time reside with the cooperator and may be revoked at anytime.
5. This agreement and permission to enter property is intended to be a binding agreement between the parties.
6. This agreement does not obligate the cooperator for any costs associated with work performed by NDF unless specified under the terms of the Financial Estimate (Attachment 2).
7. Cooperator voluntarily agrees to hold NDF its employees, agents, and conservation crew members harmless against any type of damage to property or persons which occurs during the

project work. Cooperator hereby releases and forever discharges NDF, its officers, employees, agents and conservation crews from all liability, claims, demands, causes of action, which are in any way connected to or arise out of NDF's project work on the property upon which NDF personnel and/or conservation camp crews performed work, including any type of damage or injury alleged to have occurred because of alleged negligent acts or omissions by NDF personnel and/or conservation camp crews.

TERMS OF FINANCIAL AGREEMENT:

COOPERATOR agrees to pay NDF for labor and equipment furnished for work on the project as described in Attachment 1, Project Plan and Agreement; Attachment 2, the Financial Estimate of labor and equipment costs, if any, is the agreed upon cost for the project work that will be charged to the cooperator. Cooperator will be responsible for payment to NDF of these costs. Attachments 1 & 2 are incorporated herein as though set forth in full. NDF will bill the Cooperator on a monthly basis for actual costs accrued based upon the rates in Attachment 2. Payment is due within thirty (30) days of COOPERATOR receipt of the billing statement. Accounts sixty (60) days in arrears will be assessed interest at a rate of 1.5% per month until the account is paid in full. In case suit shall be brought by either party to enforce the terms of this agreement, the prevailing party is entitled to collect a reasonable attorney's fee plus costs of suit.

TERM: This agreement shall terminate upon the completion of the project described herein or by July 1st, 2008 ~~2007~~, whichever is earlier. The term of this agreement may be extended by NDF due to lack of manpower as a result of the Department of Corrections actions in filling the conservation camps with suitable inmates or due to other priorities or emergencies. Either party may terminate this work agreement upon five (5) days written notice to the other party.

NDF, by and through this agreement, neither expressly nor impliedly warranties or guarantees the project work as to workmanship or conformity with plans, specifications, or other information not made available to NDF nor expressly made a part of this agreement. NDF agrees to use its best efforts to complete this work agreement in a timely manner. Cooperator expressly agrees that no cause of action accrues for failure by NDF to complete the job.

The Nevada Department of Corrections (NDOC), as custodian of offenders under Nevada law, retains the right to review each proposed work project for security reasons and may modify or otherwise attach conditions to this agreement in accordance with their regulations and policies. Inmate labor is the ultimate responsibility of NDOC; therefore, the offenders are not employees of Cooperator or NDF. NDF does provide workman's compensation insurance for each inmate working under the terms of this agreement.

This agreement represents the entire agreement between the parties and may not be amended except in writing and signed by both parties. Security conditions, if any, by the Department of Corrections may be conveyed orally to the parties at any time.

Cooperator's signature acknowledges he/she may have waived any right to seek damages against NDF on the basis of any claim, loss, or liability he or she may have based on fuels reduction work performed by NDF conservation crews under the terms and conditions of this agreement, project plan and financial estimate. Cooperator agrees to a binding release under the terms set forth above. This agreement shall be construed and interpreted according to the laws of the State of Nevada.

NEVADA DIVISION OF FORESTRY

COOPERATOR

Jody Weintz, Camp Area Supervisor
NDF Representative

Printed Name / Title

7/1/2007
Date

Signature

Address

Dan Holbrook
Conservation Camp Coordinator

City, State, Zip Code

7/1/2007
Date

Phone Number

Tax ID or Social Security Number

Cooperator acknowledges receipt of a copy of this agreement. _____
(initials)

Approved as to form:
Brian Sandoval, Attorney General

By: _____
Robert Kilroy, Deputy Attorney General

06/14/07

ATTACHMENT 1

**NEVADA DIVISION OF FORESTRY
PROJECT PLAN AND AGREEMENT**

Date: 7/1/2007

Camp: Stewart / Silver Springs

PROJECT NAME: City of Carson City, Nevada (Fuels Reduction)	
LOCATION: Various locations within the City of Carson	COUNTY: Carson
COOPERATOR: City of Carson City	AGENCY: Fire Dept.
PROJECT AGENT: Duty Battalion Chief - CCFD	PHONE:887-2210 ext. 1010
PURPOSE OF PROJECT: Fuel Reduction, Timber Stand Improvement, Natural Resource Mgmt., Emergency Response, Related Projects.	
PROPOSED STARTING DATE: 7/1/2007	ESTIMATED WORKING DAYS: 150
SCHEDULED STARTING DATE:7/1/2007	CREW ASSIGNED PROJECT: To be determined
PROJECT DESCRIPTION:	
<p>The Nevada Division of Forestry will provide the City of Carson with 150 Conservation Camp crew work days between July 1st 2007 and June 30th 2008 at a fixed rate of \$350.00 a day per 12 person crew. Work will consist of wildland fuel reduction, natural resource management projects, emergency response and all related projects as identified by the CCFD. Projects will be developed and managed by the City of Carson in cooperation with the Nevada Division of Forestry Camp Management, who will provide for supervision of camp personnel and inmates, progress reports, quality of work and project technical support as needed.</p> <p>All Timber Stand Improvement projects will be approved by the Nevada Division of Forestry Resource Management Officer John Christopherson. All slash pile open burning permits will be provided and approved by the Carson City Fire Department.</p>	
CONTINUED ON _____ SHEETS	
MATERIALS REQUIRED FROM COOPERATOR: none	
CONTINUED ON _____ SHEETS	
TECHNICAL PLANS REQUIRED:	

JGW
NDF Representative Initials
7/1/2007
Date

Cooperator's Initials

Date

06/14/07

ATTACHMENT 2

FINANCIAL ESTIMATE

MANPOWER

Crew Supervisor or Other Personnel	Crewman	Cost/Day or Hour	Estimated Days or Hours	TOTAL
N/A				

MANPOWER SUBTOTAL:

\$ Fixed Rate

EQUIPMENT

Type	Cost/Miles or Hours	Estimated Miles/Hours	TOTAL
N/A			

EQUIPMENT SUBTOTAL:

\$ Fixed Rate

MISCELLANEOUS ITEMS

Description	Cost/Miles or Hours	Estimated Miles or Hours	TOTAL
N/A			

MISCELLANEOUS SUBTOTAL:

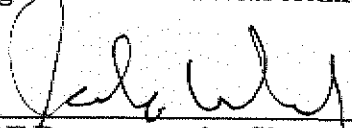
\$ Fixed rate

**PER TERM OF AGREEMENT:
ESTIMATED COST (check one):**

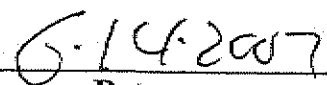
Total Rate or Daily Rate x

\$ 350.00 per day x 150

I agree to the financial estimate provided to me _____



NDF/Representative Signature

Cooperator's Signature & Date


Date