

**City of Carson City
Agenda Report**

Date Submitted: May 23, 2014

Agenda Date Requested: June 5, 2014
Time Requested: Consent

To: Mayor and Supervisors

From: Public Works

Subject Title: Action to adopt Resolution No.____, a resolution approving and authorizing the Mayor to sign an Interlocal Agreement by and between Carson City and Douglas County, Storey County, and Lyon County which provides for Public Works Mutual Aid amongst the four entities. (Schulz).

Staff Summary: This agreement provides for Carson City and Douglas County, Storey County, and Lyon County to provide each other mutual aid in time of emergency and to provide technical assistance and equipment at other times for support.

Type of Action Requested: (check one)
(XXX) Resolution () Ordinance
() Formal Action/Motion () Other

Does This Action Require A Business Impact Statement: () Yes (XX) No

Recommended Board Action: I move to adopt Resolution No._____, a resolution approving and authorizing the Mayor to sign an Interlocal Agreement by and between Carson City and Douglas County, Storey County, and Lyon County which provides for Public Works Mutual Aid amongst the four entities.

Explanation for Recommended Board Action: This agreement provides for renewal of an agreement originally entered into in 2011. The renewal is for a five year period. The agreement provides for emergency response as well as non-emergency cooperation for assistance for public works personnel and equipment on a cost reimbursement basis. The non-emergency use of the agreement has occurred several times since 2011.

Applicable Statue, Code, Policy, Rule or Regulation: NA

Fiscal Impact: Minimal impact.

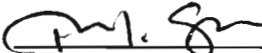
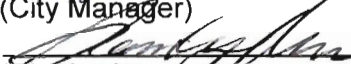

Explanation of Impact: Minimal impact.

Funding Source: Various Public Works Funds.

Alternatives: Do not approve and direct staff otherwise.

Supporting Material: Resolution and Interlocal Agreement between Carson City and Douglas County, Storey County, and Lyon County.

Prepared By: Andrew Burnham, Deputy Public Works Director

Reviewed By:  Date: 5/27/14
 (Department Head)
Marena Ruess Date: 5/27/14
 (City Manager)
 Date: 5/29/14
 (District Attorney)
 Date: 5/27/14
 (Finance Director)

Board Action Taken:

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

 (Vote Recorded By)

RESOLUTION NO. _____

RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL AGREEMENT BETWEEN DOUGLAS, STOREY, AND LYON COUNTIES AND CARSON CITY TO PROVIDE FOR PUBLIC WORKS MUTUAL AID ASSISTANCE

WHEREAS, any two or more public agencies may enter into cooperative agreements for the performance of any governmental function pursuant to NRS 277.080 to 277.180, inclusive; and

WHEREAS, NRS 277.110 provides that every such agreement must be by formal resolution or ordinance of the governing body of each public agency included and must be spread at large upon the minutes, or attached in full thereto as an exhibit, of each governing body; and

WHEREAS, the parties to the Interlocal Agreement between Douglas, Storey, and Lyon Counties and Carson City for providing Public Works Mutual Aid services, desire to adopt and approve such agreement as required by NRS 277.110. A copy of the agreement is attached to this Resolution as Exhibit "A"; and

WHEREAS, both parties to the Interlocal Agreement between Douglas, Storey, and Lyon Counties and Carson City are public agencies as defined by NRS 277.100; and

NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of the Interlocal Agreement between the Douglas, Storey, and Lyon Counties and Carson City for providing Public Works Mutual Aid Services are hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Interlocal Agreement between Douglas, Storey, and Lyon Counties and Carson City for providing Public Works Mutual Aid Services shall be spread at large upon the minutes or attached in full thereto as an exhibit.

Upon motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted this _____ day of 2014 by the following vote:

AYES: _____ NAYS: _____

ABSENT: _____ ABSTAIN: _____

Resolution No. _____

Robert L. Crowell, Mayor
Carson City, Nevada

ATTEST: _____
Alan Glover, Clerk -Carson City, Nevada

INTERLOCAL AGREEMENT FOR PUBLIC WORKS MUTUAL AID

This Interlocal Agreement for Mutual Aid (the "Agreement"), dated this _____ day of _____, 2014, is entered by and among DOUGLAS COUNTY, a political subdivision of the State of Nevada ("DOUGLAS"); STOREY COUNTY, a political subdivision of the State of Nevada ("STOREY"); LYON COUNTY, a political subdivision of the State of Nevada ("LYON"); and CARSON CITY, a consolidated municipality and political subdivision of the State of Nevada ("CITY"). DOUGLAS COUNTY, STOREY COUNTY, and LYON COUNTY are sometimes collectively referred to as "COUNTIES." CARSON and COUNTIES are collectively referred to as the "Parties" or individually as the "Party."

WITNESSETH:

WHEREAS NRS 277.100(1) defines a public agency eligible to enter into an interlocal contract to include counties, unincorporated towns and consolidated municipalities, and CARSON CITY, DOUGLAS COUNTY, STOREY COUNTY, and LYON COUNTY are public agencies; and

WHEREAS, pursuant to the provisions contained in Chapter 277.180 of the Nevada Revised Statutes, the Parties are authorized to enter into agreements to perform a service, activity or undertaking which a public agency is authorized by law to perform; and

WHEREAS, the purpose of the Agreement is for CITY and COUNTIES to provide mutual technical maintenance support and equipment for Public Works infrastructure in the event of an emergency within the jurisdiction of any of the Parties; and

WHEREAS, the Parties may desire to provide technical maintenance assistance and equipment to each other when there is no emergency as each Party may deem appropriate in order to reduce costs; and

WHEREAS, the Agreement will be of benefit to the residents of the COUNTIES and CITY.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties mutually agree as follows:

IT IS MUTUALLY AGREED:

1. The term of the Agreement is five (5) year commencing July 1, 2014 through June 30, 2019, inclusive. The Agreement will automatically renew for an additional two (2) year term unless any Party provides written notice that it does not intend to renew the Agreement at least thirty (30) days prior to the termination date of June 30, 2019. Notwithstanding the failure of any Party to renew the Agreement, the Agreement will remain legally in full force and effect for remaining Parties who do provide the required notice unless three Parties cancel or do not renew the Agreement.
2. Any Party may withdraw from the Agreement, without cause, upon thirty (30) days advance written notice to the other Parties after which the Parties' mutual obligations to the withdrawing Party shall cease. Each Party agrees to perform its respective duties hereunder until the date of termination.
3. COUNTIES and CITY promise and agree to furnish qualified personnel, resources, and equipment to each other to provide Public Works services during an emergency or at an incident of such magnitude that it is likely to exceed the resources or capacity of a single Party.
4. No Party to the Agreement shall be required to unreasonably deplete its own resources in the event of an emergency.
5. Any personnel or resources provided pursuant to the terms of the Agreement shall only be provided within requesting Party's County or City boundaries. Any mutual aid provided under the Agreement is done with the understanding that personnel from the Party requesting assistance shall remain in charge of the incident for which the assistance is requested unless the requesting Party has transferred command of an incident to another Party, agency, or to an overhead management team. The requesting Party, or overhead management team if applicable, will direct and supervise any responding Party's personnel and equipment provided for the incident or assistance effort.
6. In the event of an emergency, no Party will be obligated to reimburse any other Party based on any action taken, aid rendered, or for the use of any material, equipment, or personnel, or for any damage to equipment incurred, in the course of providing emergency assistance pursuant to the terms of the Agreement unless such assistance occurs for a continuous period in excess of 24 hours. However, if reimbursement for the services rendered to a Party become available as a result of the declaration of a disaster, a grant and/or the award of costs is recovered, then reimbursement for the personnel, material, and equipment provided by a Party shall be paid to the Party providing such assistance, personnel, equipment, and material

for the entire time such assistance is provided, beginning at the time of the initial dispatch from a Party's home base until the time of the return to the Party's home base. Unless such reimbursement is available, there shall be no reimbursement for responses of less than twenty-four hours duration. Events that are cost recoverable and/or payable through state or federal funding, or from third parties determined responsible for cost reimbursement, shall be paid as set forth in the reimbursement procedure for the event.

7. When possible, and not in an emergency, upon request a Party may furnish Public Works personnel and equipment to assist another Party to maintain an appropriate level of service and Public Works infrastructure capacity within each Party's service area. The personnel or equipment will be charged to the Party receiving assistance at rates established in advance by COUNTIES or CITY and provided to each Party in writing. Each Party providing non-emergency services will provide a monthly invoice to the Party receiving non-emergency services. Any invoice must be paid within 45 days from the date the invoice is mailed.
8. Requests for assistance must be submitted to the Public Works Director of the Party who will provide assistance, or the Director's designee.
9. The Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to the Agreement specifically displays a mutual intent to amend a particular part of the Agreement, general conflicts in language between any such attachment and the Agreement shall be construed consistent with the terms of the Agreement. Unless otherwise expressly authorized by the terms of the Agreement, no modification or amendment to the Agreement will be binding upon the Parties unless the modification or amendment is in writing and signed by the respective Parties hereto and approved by each Parties respective counsel.

10. All notices or other communications required or permitted to be given under the Agreement must be in writing and will be deemed to have been given if delivered personally by hand, by telephonic facsimile with simultaneous mailing via United States mail with postage fully prepaid, or mailed certified mail, return receipt requested, postage prepaid, on the date posted, and addressed to the other Party at the address set forth below:

FOR CITY:

Darren Schulz
Public Works Director
3505 Butti Way
Carson City, Nevada 89701
(775) 887-2355
DSchulz@ci.carson-city.nv.us

FOR STOREY COUNTY:

Mike Nevin
Public Works Director
P.O. Box 435
Virginia City, NV 89440
(775) 847-0958
Mnevin@storeycounty.org

FOR DOUGLAS COUNTY:

Carl Ruschmeyer
Public Works Director
P.O. Box 218
Minden, NV 89423
(775) 782-6239
cruschmeyer@co.douglas.nv.us

FOR LYON COUNTY:

Mike Workman
Public Works Director
P.O. Box 1699
Dayton, NV 89403
(775) 246-6220
Mworkman@lyon-county.org

11. To the fullest extent of NRS Chapter 41 liability limitations, each Party shall indemnify, hold harmless and defend, not excluding the other Party's right to participate, the other Parties from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of a Party, its officers, employees or agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any Party or person described herein. This indemnification obligation is conditioned upon receipt of written notice by the indemnifying Party within 30 days of the indemnified Party's notice of an actual or pending claim or cause of action. The indemnifying Party will not be liable to hold harmless the indemnified Party for any attorney's fees or costs incurred by the indemnified Party if the indemnified Party elects to participate in any litigation or arbitration with legal counsel of its own choice.
12. The laws of the State of Nevada will be applied in interpreting and construing the Agreement.
13. The illegality or invalidity of any provision or portion of the Agreement will not affect the validity of the remainder of the Agreement.

14. Any property or material provided by a Party pursuant to the terms of the Agreement will remain the property of the Party providing assistance to another Party and the Parties agree that the transfer of physical custody of a Party's property will not transfer ownership or an interest in the Property provided in accordance with the terms of the Agreement.
15. Nothing contained in the Agreement is intended to convey any rights or to create a contractual relationship with any third Party or to otherwise allow a third Party to assert a cause of action against the COUNTIES, CITY, and each of them arising from, or related to, the Agreement.
16. Each Party agrees to keep and maintain under general accepted accounting principles full, true and complete records and documents pertaining to the Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained.
17. The Parties are associated with each other only for the purposes and to the extent set forth in the Agreement. Each Party is and will remain a public agency separate and distinct from the other Parties and will have the right to supervise, manage, operate, control and direct the performance of the details incident to its duties under the Agreement.
18. No Party will assign, transfer or delegate any rights, obligations or duties under the Agreement without the prior written consent of each of the other Parties to the Agreement.
19. Each Party to the Agreement represent and warrant that the person executing the Agreement on behalf of that Party has full power and authority to enter into the Agreement and that the executing Party is authorized by law to perform the services set forth herein.
20. Failure of any Party to perform any obligation of the Agreement will be deemed a breach of the contract. Except as otherwise provided for by law or the terms of the Agreement, the rights and remedies of the Parties will not be exclusive and are in addition to any other rights and remedies provided by law or equity including, but not limited to, actual damages incurred and all reasonable attorney's fees and costs incurred by the prevailing Party whether in mediation, arbitration, or litigation.
21. The Parties expressly do not waive and intend to assert all available NRS Chapter 41 liability limitations in all cases. The Parties expressly waive any claim for punitive damages and understand that the remedy for any willful or intentional misconduct will be remedied through the political process.

- 22. Neither Party will be deemed to be in violation of the Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, acts of public enemy, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds or storms. In such an intervening event, the intervening cause must not be through the fault of the Party asserting such an excuse and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
- 23. If any provision contained in the Agreement is held to be unenforceable by a court of law or equity, then the Agreement must be construed as if such provision did not exist and the nonenforceability of such provision must not be held to render any other provision or provisions of the Agreement unenforceable.
- 24. Any future modification of the Agreement must be subject to the terms of the Agreement and approval of any modification to the Agreement must be in writing and signed by a representative of each Party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CARSON CITY, NEVADA

DOUGLAS COUNTY, NEVADA

Robert L. Crowell, Mayor

, Chairman

Board of Supervisors

Board of Commissioners

Attest:

Attest:

City Clerk

Clerk

Approved as to Form:

Approved as to Form:

Attorney

Attorney

STOREY COUNTY, NEVADA

LYON COUNTY, NEVADA

Chairman

Chairman

Board of Commissioners

Board of Commissioners

Attest:

Attest:

City Clerk

Clerk

Approved as to Form:

Approved as to Form:

Attorney

Attorney