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**City of Carson City
Agenda Report**

Date Submitted: 4-22-08

Agenda Date Requested: 5-1-08

Time Requested: 5 minutes

To: Board of Supervisors

From: Stacey Giomi, Fire Chief

Subject Title: ACTION TO ADOPT A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL AGREEMENT BETWEEN CARSON CITY, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA AND THE CARSON CITY SCHOOL DISTRICT, FOR THE USE OF EMERGENCY SHELTERS AND OTHER MATTERS PROPERLY RELATED THERETO.

Staff Summary: During community wide disasters, or other emergency events, it is often necessary to activate emergency shelter locations for citizens to have a safe haven from the event. The emergency operations plan has designated shelters within the community; some of those shelters are not owned by the city and must be shared with agencies such as the Carson City School District. This contract will allow for that shared use.

Type of Action Requested: (check one)
☒ (X) Resolution ☐ () Ordinance
☐ () Formal Action/Motion ☐ () Other (Specify)

Does This Action Require A Business Impact Statement: ☐ () Yes ☒ (X) No

Recommended Board Action: ACTION TO ADOPT RESOLUTION NO. _____, A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL AGREEMENT BETWEEN CARSON CITY, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA AND THE CARSON CITY SCHOOL DISTRICT, FOR THE USE OF EMERGENCY SHELTERS AND OTHER MATTERS PROPERLY RELATED THERETO.

Explanation for Recommended Board Action: The facilities owned by the city are not capable of supporting a large scale evacuation shelter. We have facilities designated, however, more space may be necessary. This agreement will allow our emergency management personnel the ability to have pre-determined school facilities at the ready should the need arise.

Applicable Statute, Code, Policy, Rule or Regulation: Nevada Revised Statute (NRS) 277.180

Fiscal Impact: No fiscal impact known at this time.

Explanation of Impact: A fiscal impact may be realized should the need arise to utilize the school facilities for a shelter

Funding Source: N/A

Supporting Material: Resolution, interlocal contract

Prepared By: M. Bruketta and S. Giomi

Reviewed By:

Raul S. Shani
(Fire Chief)

Date: 4-22-08

Walter Sullivan
(City Manager)

Date: 4-22-08

Melanie Bruketta
(District Attorney)

Date: 4-22-08

Dorey Paulse
(Finance Director)

Date: 4-22-08

Board Action Taken:

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

(Vote Recorded By)

RESOLUTION NO. _____

**A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL
AGREEMENT BETWEEN CARSON CITY, A POLITICAL SUBDIVISION OF
THE STATE OF NEVADA AND THE CARSON CITY SCHOOL DISTRICT, FOR
THE USE OF EMERGENCY SHELTERS 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 the Carson City School District 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 Use of Emergency Shelters 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 Use of Emergency Shelters is hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Interlocal Contract for the Use of Emergency Shelters 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 Carson City School District.

Upon motion by Supervisor _____, seconded by
Supervisor _____, the foregoing Resolution was passed and
adopted this 1st day of May, 2008 by the following vote.

VOTE: AYES:

NAYS:

ABSENT:

ABTAIN:

Marv Teixeira, Mayor
Carson City, Nevada

ATTEST

Alan Glover, Clerk
Carson City, Nevada

AN INTERLOCAL CONTRACT BETWEEN CARSON CITY, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA AND THE CARSON CITY SCHOOL DISTRICT, FOR THE USE OF EMERGENCY SHELTERS AND OTHER MATTERS PROPERLY RELATED THERETO.

Whereas, Carson City is a consolidated municipality and political subdivision of the State of Nevada and is responsible for the health, safety and welfare of its citizens; and

Whereas, Carson City School District is a public agency of the State of Nevada and is located within Carson City; and

Whereas, both entities desire to enter into an agreement to allow Carson City to utilize Carson City School District facilities during a natural or manmade disaster or other condition or event requiring the activation of disaster relief functions. Such disasters are hereinafter referred to as "Disasters"); and

Whereas, 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.

Whereas, NRS 277.180(2)(a) provides that the authorized purpose of an agreement made pursuant to NRS 277.180(1) includes the joint use of facilities as may and can be reasonably used for the promotion and protection of the health and welfare of the inhabitants of this State.

NOW, THEREFORE, in consideration of the foregoing and the commitments contained herein, it is mutually agreed as follows:

CARSON CITY SCHOOL DISTRICT RESPONSIBILITIES

1. Carson City School District has facilities suitable for use as public shelters, staging areas, or other purposes in connection with disaster relief operations. (The facilities are referred to as "Shelters.") Upon request by Carson City (which may be made orally or in writing), in the event of a Disaster, Carson City School District will make the facilities available to Carson City for use as Shelters.
2. Carson City School District will appoint one person to coordinate its activities who is referred to as the "Facility Coordinator". The Facility Coordinator will coordinate the use of the Shelters with Carson City's designated official who is referred to as the "Shelter Manager". The Facility Coordinator and the Shelter Manager will collaborate to resolve questions regarding Shelter operations. The Facility Coordinator will secure all equipment that is not to be used by Carson City in the operation of the Shelters. The Facility Coordinator will, on request by

the Shelter Manager and if feasible, designate a Facility Custodian to establish and direct the sanitation inventory and supply needs.

3. The Facility Custodian will provide sanitation services and supplies for custodial care at the Shelters as directed and as reasonably available. The Facility Coordinator or Facility Custodian will order and provide all additional sanitation and custodial supplies and services as necessary and reasonably available. Carson City will pay or reimburse the Carson City School District for all sanitation services and supplies used in the course of operating the Shelters.

4. Carson City School District is not responsible for police or public safety at the Shelters. Any private security services are the responsibility of Carson City and must be arranged under a separate agreement. Shelter population shall be determined exclusively by Carson City. Carson City School District shall not distribute or reveal any information concerning occupants of the Shelters without the express written consent of the Shelter Manager and the occupant(s). No press releases or other information shall be disseminated without the express written consent of the Shelter Manager. Carson City School District will refer all media questions related to the Shelters to the Shelter Manager.

5. Within thirty (30) days after the close of the Shelters, the Facilities Coordinator shall submit to the Carson City Fire Chief, 777 S. Stewart St., Carson City, NV 89701, all invoices. Invoice backup must include a list of the Shelter operations personnel and hours worked at the Shelters, and details on any materials or goods used or consumed. Utility expenses over and above those associated with the normal operation of the facility shall be considered as an expense of operating the facility as a "shelter" and reimbursed as such.

CARSON CITY'S RESPONSIBILITIES

1. The Carson City Shelter Manager has primary responsibility for the operation of the Shelters. Carson City will provide additional staff and volunteers to carry out the activities of the Shelters. Carson City will post signs identifying the Shelters. Carson City will remove all Carson City signs when the Shelters are closed. Carson City and all of its employees and volunteers will exercise reasonable care in the operation of the Shelters.

2. Storm damage or other damage caused by the Disaster is not the responsibility of Carson City. Carson City reimburses personnel costs, sanitation services and supplies, custodial service, maintenance and food service at actual cost. Reimbursement will be made within thirty (30) days of receipt of the invoice. Property damaged, lost, or stolen due to the negligence of Carson City will be compensated based on depreciated actual cash value. Reimbursement for any capital expenses (including, without limitation, painting, carpeting, wiring, and structural work) will be limited to the actual cost of repair or replacement of the areas damaged or destroyed.

3. Carson City will notify the Facilities Coordinator of the closing schedule for the Shelters. After the Shelters have been closed, the Facility Coordinator and the Shelter Manager will ensure that the Shelters are returned to the Carson City School District in the same condition as they were when they were opened, ordinary wear and tear excepted.

CARSON CITY SCHOOL DISTRICT AND CARSON CITY MUTUALLY AGREE:

1. To the extent permitted by law, including, but not limited to, the provisions of NRS Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party 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 the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this paragraph.

The indemnification obligation under this paragraph is triggered upon receipt of written notice by the indemnifying party of any pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel that were incurred: (1) later than thirty (30) days after the indemnified party received notice of the claim or cause of action if the indemnified party does not provide the aforementioned notice of a claim or cause of action to the indemnifying party, as herein provided; or (2) after the indemnifying party has taken over responsibility for the defense of any such claim, whichever first occurs. However, the indemnifying party shall be liable to hold harmless the reasonable attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel insofar as and to the degree that the indemnifying party refuses or fails to defend or timely defend the indemnified party, upon being provided with notice of a pending claim or cause of action pursuant to the terms of this Contract.

2. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract 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 or any other party.

3. Any notice, request or other communication required or permitted under this Contract shall be given in writing and delivered by (a) regular, overnight or registered or certified mail, with first class postage prepaid, or (b) hand delivery, addressed as follows:

If to Carson City:

Carson City Fire Department

Emergency Management Division

777 S. Stewart Street

Carson City, NV 89701

ATTN: Fire Chief

With a copy to

Carson City District Attorney

885 East Musser Street, Suite 2040

Carson City, NV 89701

ATTN: Chief Civil Deputy

If to Carson City School District: Carson City School District

1402 West King Street

Carson City, NV 89703

ATTN: Superintendent

With a copy to

Allison, MacKenzie, et al.

402 N. Division Street

Carson City, NV 89703

or at such other address as shall be designated by a party in a notice given in accordance with this section. All notices given in accordance with this section shall be deemed given, (1) in the case of notice sent by registered or certified mail, on the date receipted for (or refused) on the return receipt, (b) in the case of notice delivered by hand, when personally delivered, and (c) in the case of a notice sent by overnight mail or overnight courier service, on the date delivered at the designated address, in each case given or addressed as provided herein.

IN WITNESS WHEREOF, the parties have approved this Contract on the _____ day of _____, 2008, and their authorized officers have affixed their names hereto.

CARSON CITY

By: _____
Marv Teixeira, Mayor

Date

ATTEST:

Alan Glover, Clerk/Recorder

Date

APPROVED AS TO FORM:

NEIL A. ROMBARDO
Carson City District Attorney

By: _____
Melanie Bruketta
Chief Deputy District Attorney

Date

CARSON CITY SCHOOL DISTRICT

By: Mary Pierczynski
Mary Pierczynski, Ph.D.,
Superintendent

March 28, 2008
Date