

6B

**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 WESTERN NEVADA COLLEGE WHICH IS A PART OF THE NEVADA SYSTEM OF HIGHER EDUCATION, AN AGENCY OF THE STATE OF NEVADA, FOR THE USE OF AN EMERGENCY SHELTER 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 Western Nevada College. This contract will allow for that shared use.

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: 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 WESTERN NEVADA COLLEGE WHICH IS A PART OF THE NEVADA SYSTEM OF HIGHER EDUCATION, AN AGENCY OF THE STATE OF NEVADA, FOR THE USE OF AN EMERGENCY SHELTER 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 known fiscal impact at this time.

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

Funding Source: N/A

Supporting Material: Resolution, interlocal contract

Prepared By: M. Bruketta, S. Giomi

Reviewed By: Roy S. Giomi Date: 4/22/08
(Fire Chief)
Walter Sullivan Date: 4-22-08
(City Manager)
Malanie Bruketta Date: 4-22-08
(District Attorney)
Sarah Paulson Date: 4-22-08
(Finance Director)

Board Action Taken:

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

(Vote Recorded By)

PLEASE NOTE: Two original signatures are necessary - two original contracts are attached.

RESOLUTION NO. _____

A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL AGREEMENT BETWEEN CARSON CITY, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA, AND WESTERN NEVADA COLLEGE WHICH IS A PART OF THE NEVADA SYSTEM OF HIGHER EDUCATION, AN AGENCY OF THE STATE OF NEVADA, FOR THE USE OF AN EMERGENCY SHELTER 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 Western Nevada College which is a part of the Nevada System of Higher Education and an Agency 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 An Emergency Shelter 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 An Emergency Shelter is hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Interlocal Contract for the Use of An Emergency Shelter 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 Western Nevada College.

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
WESTERN NEVADA COLLEGE WHICH IS A PART OF THE
NEVADA SYSTEM OF HIGHER EDUCATION, AN AGENCY OF
THE STATE OF NEVADA, FOR THE USE OF AN EMERGENCY
SHELTER 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, Western Nevada College is a part of the Nevada System of Higher Education and is located within Carson City; and

Whereas, both entities desire to enter into an agreement to allow Carson City to utilize the Western Nevada College facilities during a natural or manmade disaster or other condition or event requiring the activation of disaster relief functions; 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 purposes of agreements 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:

WESTERN NEVADA COLLEGE'S RESPONSIBILITIES

1. Western Nevada College has a facility suitable for use as a public shelter, or staging area, or for other purposes in connection with disaster relief operations. (The facility is referred to as the "Shelter.") Upon request by Carson City (which may be made orally or in writing), Western Nevada College will make the facility available to Carson City for use as a Shelter.
2. Western Nevada College 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 Shelter 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 Shelter. 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 Shelter as directed. The Facility Coordinator or Facility Custodian will order and provide all additional sanitation and custodial supplies and services as necessary. Carson City will pay or reimburse Western Nevada College for all sanitation supplies as approved by the Shelter Manager and used in the course of operating the Shelter.

4. Western Nevada College and Carson City will cooperate with each other regarding security services. If security services are needed, Western Nevada College and Carson City will enter into a separate agreement concerning the payment and scope of such security services. Shelter population shall be determined exclusively by Carson City. Western Nevada College shall not distribute or reveal any information concerning occupants of the Shelter 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. Western Nevada College will refer all media questions related to the Shelter to the Shelter Manager.

5. Within thirty (30) days after the close of the Shelter, 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 Shelter, and details on any materials or goods used or consumed.

CARSON CITY'S RESPONSIBILITIES

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

2. Storm damage or other damage caused by the emergency is not the responsibility of Carson City. Carson City reimburses personnel costs, custodial service, maintenance and food service at actual cost. 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 replacement at actual cash value of the property.

3. Carson City will notify the Facilities Coordinator of the closing schedule for the Shelter. After the Shelter has been closed, the Facility Coordinator and the Shelter Manager will ensure that the Shelter is returned to Western Nevada College in the same condition as it was when it was opened, ordinary wear and tear excepted.

WESTERN NEVADA COLLEGE AND CARSON CITY MUTUALLY AGREE:

1. Western Nevada College and Carson City agree that college facilities shall not be used as a morgue pursuant to this agreement.

2. Western Nevada College and Carson City agree that Carson City will utilize city facilities as shelters before requesting college to make its facilities available for utilization as shelters.

3. 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 conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice 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.

4. 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.

5. Carson City or Western Nevada College may terminate this agreement on thirty (30) days' written notice.

6. The parties agree that this agreement shall commence on the date set forth below and continue for a term of four (4) years, until September 30, 2011.

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

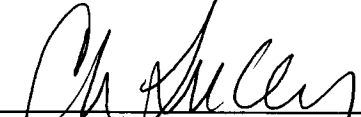
APPROVED AS TO FORM:

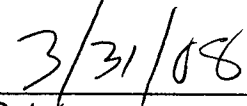
NEIL A. ROMBARDO
Carson City District Attorney

By: _____
Melanie Bruketta
Chief Deputy District Attorney

Date

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER
EDUCATION ON BEHALF OF WESTERN NEVADA COLLEGE

By: 
Carol Lucey, Ph.D., President

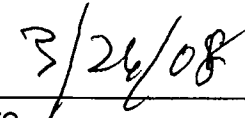


Date

APPROVED AS TO FORM:



Mark Ghan, Vice President/General
Counsel



Date