

**City of Carson City
Agenda Report**

Date Submitted: October 11, 2011

Agenda Date Requested: October 20, 2011

Time Requested: Consent

To: Mayor and Supervisors

From: Public Works

Subject Title: For Possible Action: Action to adopt Resolution No. _____, a resolution approving and authorizing the Mayor to sign an Interlocal Agreement by and between Carson City, Storey County, Lyon County, and Douglas County which provides Mutual Aid Assistance for Public Works functions.
(Burnham).

Staff Summary: This agreement provides for Carson City, Storey County, Lyon County, and Douglas County to provide mutual aid to each other in times of an emergency and to provide non-emergency assistance for Public Works services and sets forth the method of payment for the service.

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

Does This Action Require A Business Impact Statement: () Yes (XXX) 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, Storey County, Lyon County, and Douglas County which provides for Mutual Aid Assistance for Public Works functions.

Explanation for Recommended Board Action: This agreement provides for the four agencies to provide services for Public Works functions in times of emergency. In addition the agreement allows for non-emergency assistance for sharing of equipment and personnel with costs to be reimbursed by the receiving party. In this time of declining revenues and budget stress staff is working more closely with its neighbors to find ways to maintain service levels and believe by working together each entity can achieve more with less.

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

Fiscal Impact: Costs for non-emergency service will be reimbursed.

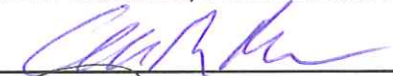

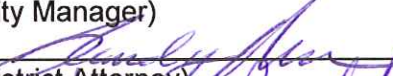
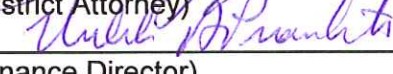
Explanation of Impact: Costs for non-emergency service will be reimbursed.

Funding Source: Various Public Works Funds

Alternatives: Do not approve and direct staff otherwise.

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

Prepared By: Andrew Burnham, Public Works Director

Reviewed By:  Date: 10/11/11
(Department Head)
 Date: 10/11/11
(City Manager)
 Date: 10/11/11
(District Attorney)
 Date: 10/11/11
(Finance Director)

Board Action Taken:

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

(Vote Recorded By)

RESOLUTION NO. _____

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

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 County, Lyon County, Storey County and Carson City for providing Mutual Aid for Public Works functions, 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, all parties to the Interlocal Agreement between Douglas County, Lyon County, Storey County 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 Douglas County, Lyon County, Storey County and Carson City for providing Mutual Aid for Public Works functions are hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Interlocal Agreement between Douglas County, Lyon County, Storey County and Carson City for providing Mutual Aid for Public Works functions 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 2010 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 _____, 2011, is entered by and between DOUGLAS COUNTY, a political subdivision of the State of Nevada, hereinafter called DOUGLAS; STOREY COUNTY a political subdivision of the State of Nevada hereinafter called STOREY; LYON COUNTY a political subdivision of the State of Nevada hereinafter called LYON; and CARSON CITY, a consolidated municipality and political subdivision of the State of Nevada, hereinafter called CITY. DOUGLAS COUNTY, STOREY COUNTY, and LYON COUNTY sometimes referred to hereafter as COUNTIES and CARSON are at times collectively also referred to hereinafter 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 and DOUGLAS COUNTY, STOREY COUNTY, LYON COUNTY are public agencies under that definition; 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 this agreement is for CITY and COUNTIES to provide technical maintenance support and equipment for Public Works infrastructure in the event of an emergency in either jurisdiction; and

WHEREAS; at other times when not an emergency each party may provide technical maintenance assistance and equipment as deemed appropriate to each other in order to reduce costs; and

WHEREAS, this agreement will be of benefit to the COUNTIES and CITY residents; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

IT IS MUTUALLY AGREED:

1. The term of this Agreement is one (1) year from October 1, 2011 through September 30, 2012. The Agreement shall be renewed automatically for a period of

two (2) years, 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 September 30, 2012. The Agreement will remain active for remaining Parties unless three Parties cancel or do not renew the Agreement.

2. Any party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Each party agrees to perform their respective duties hereunder until the date of termination.
3. COUNTIES or CITY shall 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 be beyond the capacity of a single agency and requires the combined resources of additional agencies.
4. No party to this Agreement shall be required to deplete unreasonably its own resources in the event of an emergency.
5. Such mutual aid shall only be provided within each party's service area. Any mutual aid extended under this agreement is done with the understanding that personnel from the requesting Party shall remain in charge of the incident for which aid is requested unless the command of an incident has been transferred to another agency or to an overhead management team. The requesting Party, or overhead management team if applicable, will direct and supervise the responding Party's personnel and equipment provided for the incident or assistance effort.
6. In the event of an emergency no party shall be obligated to reimburse any party on account of any action taken or aid rendered, for any use of material, equipment, or personnel hereunder or for any damage to equipment incurred in the course of rendering emergency mutual aid assistance for responses less than 24 hours in duration except as follows: If reimbursement is available as a result of a declaration of disaster, grant and/or cost recovery, reimbursement for personnel, material, or equipment shall cover the entire time of the commitment, beginning at the time of the initial dispatch from the Parties home base, to the time of return to 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, each Party may furnish Public Works personnel and equipment to assist each other to maintain an appropriate level of service and capability of Public Works infrastructure within each entity's service area. The personnel or equipment will be charged to the party receiving assistance at rates established by COUNTIES or CITY and provided to each Party. Each

contributing party will provide a monthly invoice to the receiving party and the invoice shall be paid within 45 days.

8. Requests for assistance shall be made to the Public Works Director's of CITY or COUNTIES or their designees.
9. This Agreement constitutes the entire agreement of the parties and such are 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 this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved each Parties respective counsel.
10. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, 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:

Andrew Burnham
Public Works Director
3505 Butti Way
Carson City, Nevada 89701
(775) 887-2355
Aburnham@carson.org

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) 783-6480
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 others right to participate, the other from and against all liability, claims, actions, damages, losses, and

expenses, including but not limited to reasonable attorneys fees and costs, arising out of any alleged negligent or willful acts or omissions of the 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 which 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 actual or pending claim or cause of action. The indemnifying Party shall not be liable to hold harmless any attorneys 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 shall be applied in interpreting and construing this Agreement.
13. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement.
14. All or any property presently owned by either party shall remain in such possession upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.
15. Nothing contained in this 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 either COUNTY or CITY arising from, or related to, this Agreement.
16. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records and documents pertaining to this 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 this Agreement. Each Party is and shall remain a public agency separate and distinct from the other Party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement.
18. Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
19. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.

- 20. Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall 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 reasonable attorney's fees and costs incurred by the prevailing Party.
- 21. The Parties will not waive and intend to assert 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 shall be remedied through the political process.
- 22. Neither Party shall be deemed to be in violation of this 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 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 this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement.
- 24. Any future modification of the Mutual Aid Agreement shall be subject to the provisions covered by this Agreement and approval of such modifications shall 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

Michael Olsen, Chairman

Board of Supervisors

Board of Commissioners

Attest:

Attest:

City Clerk

Clerk

Approved as to Legality & Form:

Approved as to Form:



Attorney *CARSON CDDA*

Attorney

STOREY COUNTY, NEVADA

LYON COUNTY, NEVADA

Chairman

Chairman

Board of Commissioners

Board of Commissioners

Attest:

Attest:

City Clerk

Clerk

Approved as to Legality & Form:

Approved as to Form:

Attorney

Attorney