

Item # 4-5

**City of Carson City
Agenda Report**

Date Submitted: January 9, 2007

Agenda Date Requested: January 18, 2007

Time Requested: Consent

To: Mayor and Board of Supervisors

From: Building Division

Subject Title: Action to approve an Interlocal Cooperative Agreement between the Legislative Counsel Bureau and Carson City in reference to the construction of a warehouse attached to the State Printing Office building on Stewart Street, construction of a parking lot bordered by 6th Street, Plaza Street, 7th Street and Fall Street, specifying the Legislative Counsel Bureau agrees to pay all costs associated with the responsibilities agreed to be performed by Carson City Building Department and Carson City Fire Department in accordance with the terms of the agreement, and other matters properly related thereto.

Staff Summary: The interlocal agreement between the Legislative Council Bureau and Carson City will give applicable department/divisions of Carson city the authority to plan review and inspect the subject project listed in the agreement.

Type of Action Requested:

- | | |
|--|---|
| ☐ Resolution | ☐ Ordinance, first reading |
| ☒ Formal Action/Motion | ☐ Other (Specify) |

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

Recommended Board Action: I move to approve an Interlocal Cooperative Agreement between the Legislative Counsel Bureau and Carson City in reference to the construction of a warehouse attached to the State Printing Office building on Stewart Street, construction of a parking lot bordered by 6th Street, Plaza Street, 7th Street and Fall Street, specifying the Legislative Counsel Bureau agrees to pay all costs associated with the responsibilities agreed to be performed by Carson City Building Department and Carson City Fire Department in accordance with the terms of the agreement, and other matters properly related thereto.

Explanation for Recommended Board Action: The interlocal agreement between the Legislative Council Bureau and Carson City will give applicable department/divisions of Carson city the authority to plan review and inspect the subject project listed in the agreement.

Applicable Statute, Code, Policy, Rule or Regulation:

Fiscal Impact: N/A

Explanation of Impact: N/A

Funding Source: N/A

Alternatives: 1) Deny or 2) Refer the matter back to Building for further review.

Supporting Material:

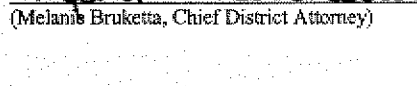
Interlocal Cooperative Agreement

Prepared By: Kristie Knowlton, Management Assistant III, Planning

Reviewed By:


(Kevin Gattis, Building Official)

(Lawrence Werner, Development Services Director)

(Linda Ritter, City Manager)

(Melanie Bruketta, Chief District Attorney)

Date: 1-9-07

Date: 1/5/07

Date: 1-9-07

Date: 1-9-07

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE LEGISLATIVE COUNSEL BUREAU AND CARSON CITY

THIS AGREEMENT is made and entered into this 3rd day of January, 2007, by the Nevada Legislative Counsel Bureau, hereinafter referred to as the LCB, and Carson City, acting by and through its governing body, hereinafter referred to as the Carson City Board of Supervisors.

RECITALS:

WHEREAS, Senate Bill 101 of the Statutes of Nevada of the 2005 Regular Session provides for the construction of a warehouse to be connected to the State Printing Office; and

WHEREAS, Senate Bill 101 of the Statutes of Nevada of the 2005 Regular Session provides for the construction of a parking lot; and

WHEREAS, NRS 341.158 provides that the Legislative Counsel Bureau is not required to use the Public Works Board for the construction of a public building; and

WHEREAS, NRS 278.580 provides that the Legislative Counsel Bureau may contract with Carson City to pay the fees for the issuance of building permits, the review of plans and the inspection of construction.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, it is agreed by the parties hereto as follows:

1. Carson City through its Building Department and Fire Department agree to issue building permits, review plans and inspect construction as necessary for construction by the LCB of a parking lot bordered by 6th Street, Plaza Street, 7th Street and Fall Street and a warehouse to be attached to the existing State Printing Office building on Stewart Street in Carson City in accordance with Appendix "A" which is hereby incorporated by reference.
2. The LCB agrees to pay all costs associated with the responsibilities agreed to be performed by Carson City Building Department and Carson City Fire Department in accordance with the terms of this Agreement.
3. In accordance with the limitations contained in NRS 41, *et seq.*, the parties agree to indemnify and hold harmless each other and their respective agents and employees from any and all claims, causes of action or liability arising from either party's performance under this Agreement.
4. This Agreement may be terminated by either party without cause by giving written notice to the other party thirty (30) days prior to the effective date of such termination or cancellation. Upon effective date of any such termination, any and all rights and obligations of each of the parties hereto shall be deemed at an end and canceled.
5. The Carson City Building Department and Fire Department further agree not to assign, transfer, or delegate any of its obligations or duties under the Agreement without prior written consent from the LCB.
6. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the

enforcement of any provision of this Agreement shall be instituted in the First Judicial District Court, Carson City, Nevada.

7. Any time that notice must be given to a party concerning any provision of the Agreement, it shall be deemed, delivered when deposited, certified mail, return receipt requested, postage prepaid, in the U.S. Mail or when personally served on the appropriate party as follows:

Edward R. Shaw, Owner Representative
Shaw Consulting Services
9390 Gateway Drive
Reno, NV 89701-4747

Carson City Building Department
Kevin Gattis, C.B.O.
Building Official
2621 Northgate Lane, Ste. 6
Carson City, NV 89706

Carson City Fire Department
Stacey Giomi
Fire Chief
777 S. Stewart Street
Carson City, NV 89702

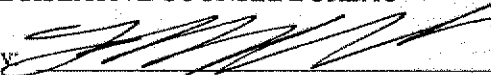
8. This Agreement and Appendix "A" shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind proceeding the date of this Agreement shall not be binding upon either party except to the extent incorporated herein. Waiver of any term(s) of this Agreement shall not be valid unless it is in writing and signed by all parties. The failure of any party to enforce any of the provisions of this Agreement or to require performance of any of the provisions, shall not in any way be construed as a waiver of such provisions, affect the validity of any part of this Agreement or affect the rights of either party to thereafter enforce each and every provision of the Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of this Agreement.
9. In the event that any provision of the Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall be binding upon the parties and be enforceable as though the invalid, illegal, or unenforceable provisions were not contained herein. However, the parties agree to negotiate and substitute a valid provision which closely approximates the intended performance and economic purpose of any invalid, illegal, or unenforceable provision.

IN WITNESS WHEREOF, the parties have set forth their hand:

CARSON CITY BOARD OF SUPERVISORS, Nevada

LEGISLATIVE COUNSEL BUREAU

By: _____

By:  _____

Date: _____

Date: 11/3/07 _____

ATTEST:

Carson City/County Clerk

By: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Date: _____

APPENDIX "A"

The following is intended to set forth the procedures for implementing this Agreement:

Occupancy for any building shall not occur until the Carson City Fire Department accepts the installation of the fire protection systems, alarm systems and fire department site access.

All signatories to this Agreement shall utilize the codes adopted by Carson City.

I. Plan Review

A. General

1. The Carson City Building Department, per this Agreement, is responsible for issuing a building permit for the project(s) covered by this Agreement.
2. The Carson City Building Department is responsible for performing plan reviews for full code compliance.
3. The LCB is responsible for obtaining or performing and paying all costs related to any required Americans with Disabilities Act plan review(s).
4. The Carson City Building Department is required to provide stamped approved and signed plans to the LCB.
5. The LCB shall pay for all plan reviews to the Carson City Building Department.

B. Non-Structural Life Safety Reviews

1. It is understood that plan reviews for non-structural life safety compliance shall not be performed by the Nevada State Fire Marshal's office, but will be the responsibility and part of the plan reviews performed by the Carson City Building Department.

C. Fire Protection Systems Review

1. Plan reviews for the project(s) covered by this Agreement for fire protection systems, alarm systems and fire department site access are to be performed by the Carson City Fire Department.
2. The LCB shall be responsible for payment of any fees for fire protection systems, alarm systems and fire department site access plan reviews and inspections performed by the Carson City Fire Department.

II. Inspections

A. General

1. Inspections shall not be conducted at any job unless approved plans and a permit is on-site.
2. The Carson City Building Department, per this Agreement, is responsible for conducting inspections on construction project(s) covered by this Agreement.

B. Fire Protection Systems

1. It is understood that inspections for fire protection systems, alarm systems and fire department site access are to be performed by the Carson City Fire Department.

III. Other

- A. The Carson City Building Department, per this Agreement, is responsible for issuing a Certificate of Occupancy for the project(s) covered by this Agreement.
- B. The LCB shall notify all licensed architects, engineers and fire protection firms that it contracts with, of this Agreement.
- C. The Carson City Building Department and the LCB shall work together to resolve any conflicting code interpretations during the plan review process.
- D. The Carson City Building Official is the final authority to make code interpretations.