

Item # 16

**City of Carson City
Agenda Report**

Date Submitted: March 10, 2009

Agenda Date Requested: March 19, 2009

Time Requested: 10 minutes

To: Mayor and Board of Supervisors

From: Carson City Airport Authority

Subject Title: 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 Airport Authority, for the use of Recording Secretary Services and other matters properly related thereto. (Alan Glover)

Staff Summary: Per NRS 277, the Carson City Airport Authority is requesting an agreement with Carson City for recording secretary services for taping and transcription of meeting minutes and other matters related there to.

Type of Action Requested:

(X) Resolution () Ordinance
() Formal Action/Motion () Other (Specify)

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

Recommended Board Action: I move 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 Airport Authority, for the use of Recording Secretary Services and other matters properly related thereto.

Explanation for Recommended Board Action: Per NRS 277 the Board of Supervisors has the authority to approve interlocal agreements with one or more other public agencies. This agreement will be between the Carson City Airport Authority and Carson City for recording secretary services.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 277(3)c

Fiscal Impact: Reimbursement costs are \$33.13 per hour for a recording secretary. It is anticipated that the recording secretary will charge the Carson City Airport Authority approximately 120 to 150 hours per year.

Explanation of Impact: The Carson City Airport Authority will reimburse Carson City for its use of a recording secretary based on the hourly rate contained in the agreement.

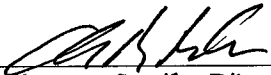
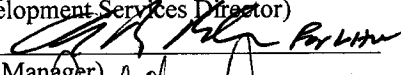
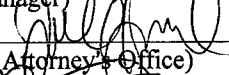
Funding Source: Carson City Airport Authority funds

Alternatives: 1) Refer matter back to Airport Authority
2) Deny

Supporting Material: 1) Letter of request from CCAA
2) Interlocal Agreement for Recording Secretary Services between
Carson City and the Carson City Airport Authority

Prepared By: Lena Tripp, Senior Permit Technician

Reviewed By:


(Development Services Director)

(City Manager)

(District Attorney's Office)

(CCAA Attorney)


Date: 3-10-09

Date: 3-10-09

Date: 3-10-2009

Date: 3-10-2009

Board Action Taken:

Motion: _____

Aye _____

Nay _____

(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 AIRPORT AUTHORITY,
FOR THE USE OF RECORDING SECRETARY SERVICES 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 Airport Authority 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 provision of recording secretary services, 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 provision of recording secretary services is hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Interlocal Contract for the provision of recording secretary services, 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 Airport Authority.

Upon motion by Supervisor _____, seconded by
Supervisor _____, the foregoing Resolution was passed and
adopted this 19th day of March, 2009 by the following vote.

VOTE:

AYES:

NAYS:

ABSENT:

ABTAIN:

Robert L. Crowell, Mayor
Carson City, Nevada

ATTEST

Alan Glover, Clerk
Carson City, Nevada

AN INTERLOCAL CONTRACT BETWEEN CARSON CITY
AND THE CARSON CITY AIRPORT AUTHORITY FOR
RECORDING SECRETARY SERVICES AND OTHER
MATTERS PROPERLY RELATED THERETO.

Whereas, Carson City is a consolidated municipality and political subdivision of the State of Nevada; and

Whereas, the Carson City Airport Authority (hereinafter referred to as "Authority") is a body corporate and politic of the State of Nevada organized pursuant to NRS Chapter 844 Statutes of Nevada 1989; and

Whereas, Carson City employs recording secretaries who record the meetings and take the minutes in accordance with Nevada Revised Statute Chapter 241, of all Carson City Board of Supervisors' meetings and other meetings conducted by committees and commissions established by the Board of Supervisors; and

Whereas, the Authority conducts one regular meeting each month to discuss and take action on matters within the jurisdiction of the Authority; and

Whereas, both entities desire to enter into a contract to allow the Authority to utilize a recording secretary from the Carson City/Clerk Recorder's Office for taping and transcription of meeting minutes ; 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; and

Whereas, NRS 277.180(3)(c) provides that the authorized purpose of a contract made pursuant to NRS 277.180(1) includes the joint use of clerks or stenographers as may be used for the taping and transcription of meeting minutes.;

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

CARSON CITY AGREES:

1. Carson City will provide a recording secretary to record and transcribe the meeting minutes of the Authority at one regular meeting each month. The recording secretary will not be responsible for preparing or posting the notice or agenda of the Authority meetings.

2. The Carson City Clerk Recorder has the responsibility for the supervision of the recording secretary. The Carson City Clerk/Recorder will provide additional staff to carry out the recording secretary activities for the Authority, if he deems it necessary.

3. Carson City will allow the recording secretary to use the City's recording machines in the Sierra Room of the Community Center, 851 East William Street, Carson City, NV 89701 and any other City equipment needed to record, transcribe or copy the minutes.

4. Carson City will invoice the Authority \$500.00 each month to provide the recording secretary's services for 2.5 hours at one regular monthly Authority meeting. The \$500.00 takes into account the time to attend the meeting, draft the minutes, circulate the minutes, edit the minutes, finalize the minutes, and obtain the appropriate signature of the Authority member on the minutes. For meetings which last longer than 2.5 hours, or for recording services needed at special meetings, Carson City will charge the Authority \$50.00 per hour which includes any costs. All invoices must contain, at a minimum, the date of the Authority meeting(s) attended by the recording secretary, personnel utilized and hours worked.

AUTHORITY AGREES:

1. To have the Airport Manager notify the Carson City Clerk/Recorder of all meetings wherein the services of a recording secretary are needed. Notification must be provided to the Carson City Clerk/Recorder of the need of services no later than the same date the Authority posts the notice and agenda of its meetings.

2. Within 30 days of receipt of the invoice, the Authority shall transmit to Carson City the total amount of the invoice.

If the invoice is not paid within 30 days of receipt, interest shall accrue at a rate of 2.5% per month on the unpaid balance.

CARSON CITY AND THE AUTHORITY MUTUALLY AGREE:

1. The Airport Manager and the recording secretary will collaborate to resolve issues regarding the recording secretary's duties, but it is understood that the recording secretary works solely for Carson City and any issues that cannot be resolved informally must be discussed with the Carson City Clerk/Recorder who has the final decision regarding when and how the recording secretary completes the work.

2. The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. 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, agents and volunteers, relating to this contract. 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.

Contract liability of both parties shall not be subject to punitive damages.

3. 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.

4. This contract shall be effective upon approval and shall remain in effect until it is terminated by either party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this contract shall be terminated immediately if for any reason, Carson City's or Authority's funding abilities to satisfy this contract are withdrawn, limited or impaired.

5. All notices or other communications required or permitted to be given under this contract 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 following:

Carson City Clerk/Recorder
885 E. Musser St., Suite 1028
Carson City, NV 89701

Carson City Airport Authority
Attn.: Airport Manager

(775) 887-2260

(775) 887-2146 (Fax)

6. The parties agree to keep all books, records, and statements relevant to this contract for a minimum of three years. The retention period runs from the date of termination of this contract.

7. Neither party shall be deemed to be in violation of this contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, 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 contract after the intervening cause ceases.

8. Failure to declare a breach or the actual waiver of any particular breach of the contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

9. If any provision contained in this contract is held to be unenforceable by a court of law or equity, this contract 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 contract unenforceable.

10. Neither party shall assign, transfer or delegate any rights, obligations or duties under this contract without the prior written consent of the other party.

11. The parties hereto represent and warrant that the person executing this contract on behalf of each party has full power and authority to enter into this contract and that the parties are authorized by law to perform the services set forth in this contract.

12. This contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this contract.

13. This contract constitutes the entire agreement between the parties and such 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. No modification or amendment to this contract shall be binding upon the parties unless the same is in writing and approved by the Carson City Board of Supervisors and the Authority.

IN WITNESS WHEREOF, the parties have approved this Contract and their authorized officers have affixed their names hereto.

CARSON CITY

By: _____
Robert L. Crowell, 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
Attorney for Carson City

Date

CARSON CITY AIRPORT AUTHORITY

By: _____
Steve Lewis, Chairman
Carson City Airport Authority

Date

APPROVED AS TO FORM:

Kummer, Kaempfer, Bonner,
Renshaw & Ferrario

By: _____
Steve Tackes, Esq.
Attorney for Authority

Date