

Item #4-4

City of Carson City Agenda Report

Date Submitted: February 16 1, 2007

Agenda Date Requested: 3/1/2007

Time Requested: Consent

To: Board of Supervisors

From: Linda Ritter, City Manager

Subject Title: Action to approve an agreement with the Carson City Fire Fighters Association Local 2251 to transfer personnel and the terms and conditions of the then existing collective bargaining agreement should this function be transferred to a Fire District as defined by NRS 474.

Staff Summary: Carson City is proposing a change to NRS 474 that would allow a fire district to be formed within the incorporated areas of Carson City. The Fire Fighters Association have asked for assurances that, should that happen, personnel within the fire department would be transferred to the new District along with the terms and conditions of employment negotiated in the collective bargaining agreement.

Type of Action Requested: (check one)

Resolution Ordinance
 Formal Action/Motion Other (Specify)

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

Recommended Board Action:

I move to approve an agreement with the Carson City Fire Fighters Association Local 2251 to transfer personnel and the terms and conditions of the then existing collective bargaining agreement should this function be transferred to a Fire District as defined by NRS 474.

Explanation for Recommended Board Action: Staff is asking the International Association of Fire Fighters to support our bill draft to allow formation of a NRS 474 District. There is no immediate plan to move to a NRS 474 Fire District for fire and EMS services. Should, after thorough evaluation, we find that providing this service under a Fire District is desirable, the current Fire Department would be transferred to the new District. Therefore, it would follow that the collective bargaining agreement would be part of that transfer.

Applicable Statute, Code, Policy, Rule or Regulation: n/a

Fiscal Impact: n/a

Explanation of Impact: n/a

Funding Source: n/a

Alternatives: Do not support

Supporting Material: Agreement

Prepared By: Linda Ritter

Reviewed By:

(Department Head)

(City Manager)

(District Attorney)

Date: _____

Date: 2-20-07

Date: 2-20-07

Board Action Taken:

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

(Vote Recorded By)

AGREEMENT

This Agreement ("Agreement") is entered into by and between Carson City, a political subdivision of the State of Nevada ("Carson City") and the Carson City Fire Fighters Association Local 2251.

1. Transfer of operations to a fire district established under NRS 474. Carson City agrees not to sell or convey or cause to sell or convey or otherwise transfer or merge its operations to or with a fire district as established under NRS 474 without first securing an agreement with the successor to (1) retain all existing bargaining unit personnel, without reductions of position or rank, and (2) assume all the terms and conditions of this Agreement, including the Employer's obligations under this Agreement until the agreement has expired.
2. Miscellaneous.
 - A. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada as they exist from time to time.
 - B. Attorneys' Fees. If any party brings any action or proceeding to enforce, protect or establish any right or remedy under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.
 - C. Execution of Further Documents. Each party agrees to perform any further acts and execute and deliver any additional documents which may be necessary to effectuate the provisions of this Agreement.
 - D. Amendments. This Agreement may be amended only by a written agreement executed by Carson City and the Association.
 - E. Severability. If any portion of this Agreement should be found to be unlawful, then any portion of the Agreement not declared to be unlawful shall remain in full force and effect.
 - F. Entire Agreement. This Agreement represents and contains the entire understanding between the parties hereto in connection with the subject matter of this Agreement. The parties acknowledge and agree that they will make no claim at any time or place that this Agreement has been orally altered or modified in any respect whatsoever and that they will not hereafter claim that this Agreement has been altered, modified, or otherwise changed in any way by oral agreement or any kind or character.

Dated this _____ day of March, 2007

Carson City

Mary Teixeira, Mayor

Attest:

Alan Glover, County Clerk

Carson City Fire Fighters Association, Local #2251



Robert F. Schreihans, President

AGREEMENT

This Agreement ("Agreement") is entered into by and between Carson City, a political subdivision of the State of Nevada ("Carson City") and the Carson City Fire Fighters Association Local 2251.

1. Transfer of operations to a fire district established under NRS 474. Carson City agrees not to sell or convey or cause to sell or convey or otherwise transfer or merge its operations to or with a fire district as established under NRS 474 without first securing an agreement with the successor to (1) retain all existing bargaining unit personnel, without reductions of position or rank, and (2) assume all the terms and conditions of this Agreement, including the Employer's obligations under this Agreement until the agreement has expired.
2. Miscellaneous.
 - A. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada as they exist from time to time.
 - B. Attorneys' Fees. If any party brings any action or proceeding to enforce, protect or establish any right or remedy under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.
 - C. Execution of Further Documents. Each party agrees to perform any further acts and execute and deliver any additional documents which may be necessary to effectuate the provisions of this Agreement.
 - D. Amendments. This Agreement may be amended only by a written agreement executed by Carson City and the Association.
 - E. Severability. If any portion of this Agreement should be found to be unlawful, then any portion of the Agreement not declared to be unlawful shall remain in full force and effect.
 - F. Entire Agreement. This Agreement represents and contains the entire understanding between the parties hereto in connection with the subject matter of this Agreement. The parties acknowledge and agree that they will make no claim at any time or place that this Agreement has been orally altered or modified in any respect whatsoever and that they will not hereafter claim that this Agreement has been altered, modified, or otherwise changed in any way by oral agreement or any kind or character.

Dated this _____ day of March, 2007

Carson City

Mary Teixeira, Mayor

Attest:

Alan Glover, County Clerk

Carson City Fire Fighters Association, Local #2251

Robert F. Schreihans, President