Hem# 14B

## City of Carson City Agenda Report

Date Requested: July 2, 2009 Date Submitted: June 23, 2009 Time Requested: 10 Minutes To: Carson City Board of Supervisors From: Roger Moellendorf Subject Title: Action to adopt Resolution No. \_\_\_\_\_ a resolution adopting and approving an Interlocal Agreement between Carson City School District, a political subdivision of the State of Nevada, and Carson City, Nevada, a consolidated municipality and political subdivision of the State of Nevada, for Carson City Parks & Recreation Department to perform all turf maintenance operations during the months of March through October annually on approximately 18 acres of Carson City School District playing fields and passive grounds where natural grass grows. (Roger Moellendorf) Staff Summary: Carson City Parks & Recreation Department does not currently perform any turf maintenance for the Carson City School District. The Carson City School District has asked Carson City Parks & Recreation Department to begin providing turf maintenance on approximately 18 acres of School District playing fields and passive grounds. Adoption of this agreement will allow Carson City Parks & Recreation Department to perform all turf maintenance operations during the months of March through October annually on approximately 18 acres of Carson City School District playing fields and passive grounds where natural grass grows. (check one) Type of Action Requested: Ordinance (X) Resolution ( ) Other (Specify) ( ) Formal Action/Motion 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 School District, a political subdivision

approving an Interlocal Agreement between Carson City School District, a political subdivision of the State of Nevada, and Carson City, Nevada, a consolidated municipality and political subdivision of the State of Nevada, for Carson City Parks & Recreation Department to perform all turf maintenance operations during the months of March through October annually on approximately 18 acres of Carson City School District playing fields and passive grounds where natural grass grows

**Explanation for Recommended Board Action:** Carson City Parks & Recreation Department does not currently perform any turf maintenance for the Carson City School District. The Carson City School District has asked Carson City Parks & Recreation Department to begin providing turf maintenance on approximately 18 acres of School District playing fields and passive grounds. Adoption of this agreement will allow Carson City Parks & Recreation Department to

perform all turf maintenance operations during the months of March through October annually on approximately 18 acres of Carson City School District playing fields and passive grounds where natural grass grows.

Applicable Statute, Code, Policy, Rule or Regulation: Chapter 277

Fiscal Impact: Positive annual cash flow of approximately \$78,500

(Vote Recorded By)

Explanation of Impact: The annual net inflow is approximately \$78,500 with an offset of staff time to be tracked and determined within the first year of the agreement.

Funding Source: N/A **Supporting Material:** Resolution Proposed interlocal agreement Original proposal letter Prepared By: Roger Moellendorf, Parks & Recreation Director Reviewed By: Larry Werner, City Manager District Attorney's Office aulso-\_\_\_\_\_ Date: 6/23/09 **Board Action Taken:** Motion: \_\_\_\_\_ Aye/Nay 2:

RESOLU	UTION	NO.

A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL AGREEMENT BETWEEN CARSON CITY SCHOOL DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA, AND CARSON CITY, A CONSOLIDATED MUNICIPALITY AND POLITICAL SUBDIVISION OF THE STATE OF NEVADA, FOR CARSON CITY PARKS & RECREATION DEPARTMENT TO PERFORM ALL TURF MAINTENANCE OPERATIONS DURING THE MONTHS OF MARCH THROUGH OCTOBER ANNUALLY ON APPROXIMATELY 18 ACRES OF CARSON CITY SCHOOL DISTRICT PLAYING FIELDS AND PASSIVE GROUNDS WHERE NATURAL GRASS GROWS, AND OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, pursuant to NRS 277.180, any one or more public agencies may enter into interlocal agreements 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 agreement is authorized by law to perform; and

WHEREAS, Carson City is a political subdivision of the State of Nevada; and

WHEREAS, NRS 277.180 provides that every such agreement must be ratified by appropriate official action of the governing body of each party to the agreement as a condition precedent to its entry into force; and

WHEREAS, NRS 277.180 also provides that every such agreement must set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the parties to the Interlocal for Carson City Parks & Recreation Department to perform all turf maintenance operations during the months of March through October annually on approximately 18 acres of Carson City School District playing fields and passive grounds where natural grass grows, desire to adopt and approve such agreement 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 Agreement for Carson City Parks & Recreation Department to perform all turf maintenance operations during the months of March through October annually on approximately 18 acres of Carson City School District playing fields and passive grounds where natural grass grows, is hereby adopted and approved; and

**BE IT FURTHER RESOLVED** that the Interlocal Agreement for Carson City Parks & Recreation Department to perform all turf maintenance operations during the months of March through October annually on approximately 18 acres of Carson City School District playing fields and passive grounds where natural grass grows, 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 School District Director of Fiscal Services.

Upon motion by Supervisor			, seconded by		
Supervisoradopted this	day of July,	2009, by the foll	, seconded by, the foregoing Resolution was passed and owing vote.		
	VOTE:	AYES:			
		NAYS:			
		ABSENT:			
		ABSTAIN:			
			Robert L. Crowell, Mayor Carson City, Nevada		
ATTEST					
Alan Glover, Cl Carson City, Ne		-			

# INTERLOCAL AGREEMENT

This INTERLOCAL CONTRACT, hereinafter referred to as AGREEMENT, is hereby made and entered into on this \_\_\_\_\_day of \_\_\_\_\_\_, 20\_\_\_\_\_, by and between CARSON CITY SCHOOL DISTRICT, a political subdivision of the State of Nevada, herein after referred to as DISTRICT, and CARSON CITY, a consolidated municipality and political subdivision of the State of Nevada, hereinafter referred to as CITY, based upon the mutual promises and representations contained herein:

## RECITALS

WHEREAS, the DISTRICT and the CITY may contract with each other pursuant to the provisions of NRS 277.180 to perform any activity or undertaking which either entity is authorized by law to perform; and

WHEREAS, the DISTRICT desires to obtain assistance from the CITY involving the care and maintenance of its playing fields and passive grounds; and

WHEREAS, the CITY has the equipment, personnel, expertise, and is willing to provide turf maintenance services to the DISTRICT subject to the terms and conditions contained herein.

NOW, THEREFORE, IT IS HEREBY AGREED, in consideration of the aforesaid premises, the parties mutually agree as follows:

## 1. CITY'S Responsibilities:

- a. The CITY will perform all turf maintenance operations during the months of March through October annually of approximately 18 acres of DISTRICT playing fields where natural grass grows.
- b. Turf maintenance operations include District playing fields and passive grounds at specific school sites that will facilitate the use of a large mower unit (approx. 11 feet cutting width) and pull-behind equipment. Non-turf areas or areas of a size that require a smaller mower unit or walk-behind fertilizer and aerator are not included in this agreement.
- c. Turf management operations will be provided by the CITY at the following DISTRICT sites: Eagle Valley Middle School; Eagle Valley Middle School Track Facility; Carson Middle School; Fremont Elementary School; Mark Twain Elementary

School; Seeliger Elementary School; Fritsch Elementary School; and Bordewich/Bray Elementary School. The total turf acres associated with this agreement is approximately 18 acres.

- d. Mowing will be done a minimum of once a week, or as needed. Additional mowing may be done during periods of heavy growth. Removal of accumulating grass clippings may be scheduled for the same week as mowing. String trimming will be performed weekly or as needed. No edging will be provided.
- e. Aerating will be performed at all sites a minimum of two (2) times per growing season on passive grounds and play areas and three (3) times per growing season on sports fields.
- f. Fertilizer applications will be performed two (2) times per growing season on passive grounds and play areas, and three (3) times per growing season on sports fields. The annual target rate will be three pounds of nitrogen per 1,000 square feet on passive grounds and play areas, and four pounds of nitrogen per 1,000 square feet on sports fields.
- g. Selective and non-selective chemical pesticide applications we be performed as needed. Herbicides and pesticides will only be applied when school is not in session or during summer months. Integrated Pest Management (IPM) practices will be followed. All chemical applications will be performed by a Certified Pesticide Applicator licensed by the State of Nevada.
- h. Granular fungicide will be applied as needed. The DISTRICT will purchase and provide the necessary product for application by the CITY.

# 2. DISTRICT'S Responsibilities:

- a. Perform litter control on sites where the CITY will perform turf maintenance.
- b. Install, inspect, program, maintain, and repair all irrigation systems. Damage to the irrigation system occurring through the course of turf management operations by the CITY will be repaired at the cost of and by the CITY. The DISTRICT will coordinate irrigation programming to be compatible with CITY maintenance efforts. The DISTRICT will provide an employee to assist the CITY in flagging sprinkler system components to minimize damage to the system.
- c. The DISTRICT will provide all top-dressing, seeding, and sod projects unless damage is due to CITY negligence. In the event of such an occurrence,

the CITY will perform the renovations or repairs at their cost.

- d. Trees and shrubs are the responsibility of the DISTRICT. Trees damaged due to CITY operations negligence will be replaced at the cost of the CITY.
- 3. Consideration. The DISTRICT will pay the CITY an annual cost of \$78,500 for services described herein and is due upon invoice from the CITY monthly to perform its obligations under this AGREEMENT. Additionally, the CITY and the DISTRICT will annually review all costs of products and services after January 1 of each year, but prior to the commencement of services beginning March 1 of each year. Any adjustments to the annual base pay amount to the CITY will be agreed upon by both parties and will not change any of the aforementioned conditions of this AGREEMENT. The DISTRICT may recommend products at a lower cost to help offset their fiscal impact, but all recommended changes are subject to approval by the CITY. The DISTRICT may also request additional turf improvement projects and/ or services to be performed by the CITY. These requests can be accommodated or rejected at the sole discretion of the CITY, and the amount of the additional costs to be paid to the CITY by the DISTRICT will be determined by the CITY.
- 4. Independent Public Agencies. The CITY is associated with The DISTRICT only for the purposes and to the extent specified in this AGREEMENT, and in respect to performance of the contracted services pursuant to this AGREEMENT, the CITY is and shall be an independent contractor and, subject only to the terms of this AGREEMENT, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this AGREEMENT. Nothing contained in this AGREEMENT shall be deemed or construed to create a partnership, joint venture, or create a new public agency, to create relationships of an employer-employee or principalagent, or to otherwise create any liability for the DISTRICT whatsoever with respect to the indebtedness, liabilities, and obligations of the CITY or any other party. The CITY shall be solely responsible for, and the DISTRICT shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the DISTRICT and/or the CITY; (4) participation or contributions by either the CITY or the DISTRICT to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the DISTRICT. The CITY shall indemnify and hold the DISTRICT harmless from, and defend

the DISTRICT against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither CITY nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the DISTRICT. The DISTRICT and CITY shall evaluate the nature of services and term negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the AGREEMENT to ensure that the independent contractor relationship remains as such.

- 5. Force Majeure. No 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, 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 AGREEMENT after the intervening cause ceases.
- 6. <u>Limited Liability</u>. Nothing in this AGREEMENT shall be construed as creating rights for parties not specifically mentioned in the AGREEMENT. THE DISTRICT and the CITY will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 354.626.
- 7. <u>Indemnification</u>. Consistent with paragraph 6 of this AGREEMENT, the CITY shall indemnify, hold harmless and defend, not excluding the DISTRICT's right to participate, the DISTRICT from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of CITY, its officers, employees and 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 in this paragraph. The DISTRICT shall not be responsible for any attorney fees claimed by the CITY and/or a third party as consequential damages and the CITY will defend, hold harmless and/or indemnify the DISTRICT against such claims. 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.

Consistent with paragraph 7 of this AGREEMENT, the DISTRICT shall indemnify, hold harmless and defend, not excluding the CITY's right to participate, the CITY from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of CITY, its officers, employees and 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 in this paragraph. The CITY shall not be responsible for any attorney fees claimed by the DISTRICT and/or a third party as consequential damages and the DISTRICT will defend, hold harmless and/or indemnify the CITY against such claims. 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.

- 8. Entire Agreement and Modification. This AGREEMENT and its integrated attachment(s) constitute 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.
- 9. <u>Severability</u>. 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 unenforceable.
- 10. <u>Governing Law; Jurisdiction</u>. This AGREEMENT 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 AGREEMENT.
  - 11. Term of Agreement and Termination. The term of this AGREEMENT is from

the July 1, 2009, until June 30, 2010. This AGREEMENT shall automatically renew for a subsequent twelve (12) month term unless terminated by either party pursuant to the terms herein.

Any party may terminate this AGREEMENT at any time upon giving the other party one month prior written notice.

The parties expressly agree that this AGREEMENT shall be terminated immediately if for any reason CITY funding or the DISTRICT funding is withdrawn, limited or impaired. If this occurs, CITY is entitled to receive any payment for services already performed.

- 12. <u>Assignment</u>. Neither party shall assign, transfer or delegate any rights, obligations, or duties under this AGREEMENT without the prior written consent of the other party.
- 13. <u>Public Records</u>. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of the interests.
- 14. <u>Notice</u>. 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.

CARSON CITY Carson City Treasurer 201 N. Carson St., Suite 5 Carson City, NV 89701 THE DISTRICT Director of Fiscal Services P.O. Box 603 Carson City, NV 89702

- 15. <u>Breach; Remedies</u>. Failure of either party to perform any obligation under 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, and to a prevailing party reasonable attorney's fees and costs. It is specifically agreed that reasonable attorney's fees shall be limited to \$125.00 per hour.
- 16. <u>Waiver of Breach</u>. Failure to declare a breach or the actual waiver of any particular breach of the AGREEMENT or its material or nonmaterial terms by either party Page 6 of 7 Pages

shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

IN WITNESS WHEREOF, the parties he	reto have caused this	AGREEME	NT to be
signed and intend to be legally bound thereby.			
CARSON CITY	THE DISTRICT		
ROBERT L. CROWELL, Mayor	BARBARA	HOWE,	School
	Board President		
DATE	DATE		
ATTEST:			
ALAN GLOVER, Clerk/Recorder			
APPROVED AS TO FORM:			
Carson City Deputy D.A.			



# CARSON CITY, NEVADA

CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

May 22, 2009

Mr. Mark Korinek, Manager Operation Services & Supply Management Carson City School District P.O. Box 603 Carson City, Nevada 89702

#### Dear Mark,

After several extensive meetings with my supervisory staff and visits to inspect your school grounds, I believe we have gathered enough information to submit to you the following proposal for the Carson City Parks & Recreation Department to provide turf maintenance operations to your large open turf sites;

#### Criteria for Sites:

We selected the areas to maintain based on the following assumptions; we will only maintain the areas within the individual sites that will facilitate the use of a large mower unit with an 11-foot cutting width. We did not include any non-turf landscaped areas or areas of a size that requires a smaller mower unit or walk-behind fertilizing and aeration.

#### Sites:

- 1. Eagle Valley Middle School
- 2. Eagle Valley Track Field
- 3. Carson Middle School
- 4. Fremont Elementary School
- 5. Mark Twain Elementary School
- 6. Seeliger Elementary School
- 7. Fritsch Elementary School
- 8. Bordewich Bray Elementary School

Total of Turf Acres: 17.59

# Scope of Maintenance/ Levels of Service:

- 1. All turf maintenance operations shall be performed during the months of March through October annually.
- 2. Mowing will be done a minimum of once a week, or as needed. Some sites may need to be mowed twice a week during periods of heavy growth. An example may be following fertilizer applications. In the event grass clippings accumulate and need to be swept and removed, it will be scheduled that same week. String trimming will be performed weekly, or as needed. No

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edging is included in this proposal.

- 3. Aerating will be performed at all sites a minimum of two(2) times per growing season on passive grounds and play areas, and three(3) times per growing season on sports fields.
- 4. Fertilizer applications will be performed two(2) times per growing season on passive grounds and play areas, and three(3) times per growing season on sports fields. The annual target rate to apply fertilizer per growing season will be 3 pounds of nitrogen per 1,000 square feet on passive grounds and play areas, and 4 pounds of nitrogen per 1,000 square feet on sports fields.
- 5. Selective and non-selective chemical pesticide applications will be performed as needed to control weeds and unwanted vegetation. We will apply a 2-4-D based product (Mec Amine-D) on the turf as needed to control dandelions, clover, etc., and a non-selective chemical (Roundup) to control vegetation along fences, around trees, etc, to reduce trimming. We will only apply chemicals to turf on weekends when school is not in session, or during the summer months. We always adhere to Integrated Pest Management (IPM) practices, and will use chemicals only when absolutely necessary to provide quality, weed-free turf. All chemical applications will be performed by a Certified Pesticide Applicator licensed by the State of Nevada.
- 6. Granular fungicide will be applied as needed whenever fungus control is necessary. The granular fungicide products will be purchased and provided by CCSD when determined necessary, and we will apply the treatments as part of this proposal.
- 7. Vector control shall be performed as needed to control voles, ground squirrels, etc.
- 8. Minimal litter control as needed (see "Exemptions" below).

### Exemptions:

The Carson City School District (CCSD) shall provide the following services during the course of this agreement;

- 1. Provide litter control on sites we maintain. We will coordinate with CCSD and provide you with a mowing and turf maintenance operations schedule so CCSD can provide litter control to the areas just prior to our arrival. We realize we will still need to police the area and pick up some litter occasionally prior to mowing, but expect the time we spend doing this function minimal.
- 2. All irrigation system installation, inspection, programming, maintenance, and repairs. If during the course of our operations we damage irrigation system components due to our negligence we will repair said damages at our cost. The irrigation programs must be coordinated as per our mowing schedule to make sure the sites do not water the night before we mow, and are programmed to water the night of mowing if necessary. A CCSD employee will be expected to be on site to assist us in flagging sprinkler heads and run the irrigation controller to locate sprinkler heads during aerating operations to ensure no damage is done to the system. We will provide the flags and assistance with this function.
- 3. All top-dressing, seeding, and sodding will be the responsibility of CCSD. The only exception will be if damage to the turf is incurred due to negligence on our part, at which time we will perform the renovations or repairs at our cost.
- 4. Trees and shrubs within the designated sites will be maintained by CCSD. If any trees are damaged due to negligence on our part they will be replaced at our cost.

#### **Annual Costs:**

- 1. Upgrade an existing Parks Maintenance Worker II position to a Parks Coordinator position. Cost: \$9,323.
- 2. Two(2) seasonal/ hourly positions to work from April through September annually. Cost: \$35,620 (based on each employee @ \$12.50 per hour X 1,040 hours = \$13,000 each, plus

Spherion Staffing administrative costs per employee at 37% of the hourly rate. The City hires all seasonal/ hourly employees through a contract with Spherion Staffing).

3. Fertilizer Cost: \$9,800. Based on an average cost of \$4,000 per application to perform two(2) applications on passive grounds, play areas per growing season, and additional funds to do a third application each growing season on sports fields.

Chemical Costs: \$2,150 (based on Mec-Amine D brand broadleaf weed control product @ \$275 per case X 6 cases, & 2 cases of Roundup brand non-selective chemical product @ \$250

per case).

5. Vehicle & Fuel Costs: \$4,536 (based on a depreciation charge on a vehicle with a trailer to transport the mower unit plus fuel costs @ \$1,200 per season, \$1,464 for a depreciation charge and fuel costs for the tractor, sprayers, aerator implement, and fertilizer spreader. \$1,872 is the charge for diesel fuel for the mower based on \$2.25 per gallon (projected cost from Western Energetix, our vendor X 416 hours of mower time per growing season consuming an average of 2 gallons of diesel fuel per hour as per specifications provided from mower manufacturer).

6. Misc. Maintenance Costs: \$2,000. Includes providing and sharpening mower blades, servicing and repairing equipment, etc.

7. Annual Equipment Replacement Costs: \$15,000. This will be an annual cost set aside in an on-going fund to offset the depreciation of the City-owned equipment used on CCSD sites, specifically mowers, tractors, implements, string trimmers, and sprayers.

### **GRAND TOTAL OF ANNUAL COSTS: \$78,429**

Assumptions for Terms of an Agreement:

- 1. Some language is included to allow for cost adjustments due to price fluctuations for products and materials, as well as labor costs. The fluctuations in products and materials is typically caused by fuel pricing, which obviously impacts the cost of operating the equipment as well as shipping costs for fertilizer and other products. We will insist on some type of clause to enable us to annually adjust this proposal for rising costs of products, materials, and fuel.
- 2. A clause to allow for termination of the agreement at any time if either party wishes to do so. An example is language to state that either party can terminate the agreement at any time with written notice to the other party 60 days prior to the date of termination.
- 3. The agreement will automatically renew each year unless terminated by either party.
- 4. In the event of a dispute in the field with our respective employees regarding negligence, quality of work performed, or any other disputed matter the final determination will rest on the decision of the CCSD Manager of Operation Services & Supply Management (you), and the Director of Operations for the C.C. Parks & Recreation Department (me).

Please do not hesitate to contact me if you have any questions or need more information regarding this proposal. I can be reached at 887-2262, extension 30340. Thanks, Mark.

Sincerely

Scott Vahrenbruch

Director of Operations

Carson City Parks & Recreation Department

cc: Roger Moellendorf, Parks & Recreation Director Larry Werner, City Manager Richard Stokes, CCSD Superintendent