Hem# 8-6

City of Carson City Agenda Report

Date Su	bmitted: 10-27-09	Agenda Date Requested: 11-05-09 Time Requested: Consent
To:	Mayor and Supervisors	
From:	Fire Department	
Interloca Of The S County I Subscrip	al Contract Between Carson City, A Co State Of Nevada, On Behalf Of The Car Fire Protection District To Allow Those	, A Resolution Adopting and Approving an nsolidated Municipality And Political Subdivision rson City Fire Department And North Lyon a Individuals Who Are Members Of The p Benefits In Either Jurisdiction And Other mi)
subscrip benefits	tion service for ambulance transportation	County Fire Protection District each operate a on. This interlocal agreement would extend the to members of North Lyon County's subscription
~ 1	Action Requested: (check on X) Resolution (e)) Ordinance) Other (Specify)
Does Th	nis Action Require A Business Impac	t Statement: () Yes (X) No
and App Political And Nor Of The S	roving an Interlocal Contract Between Subdivision Of The State Of Nevada, th Lyon County Fire Protection Distric	t Resolution No, A Resolution Adopting Carson City, A Consolidated Municipality And On Behalf Of The Carson City Fire Department at To Allow Those Individuals Who Are Members on bership Benefits In Either Jurisdiction And
provide program Carson (additional benefits to Carson City resid . Additional benefits will be realized for City has similar agreements with Centra	n: Approval of this interlocal agreement will lents who have joined our ambulance subscription for residents of North Lyon County (Fernley). al Lyon County Fire (Dayton, Silver Springs, and is Fire (Douglas County) and Storey Co. Fire.
Applica	ble Statute, Code, Policy, Rule or Re	gulation: NRS 277.180

Fiscal Impact: Undetermined

the individual member.			
Funding Source: N/A			
Supporting Material: Interlocal agreement			
Prepared By: R. Stacey Giomi, Fire Chief Reviewed By: Gat Grand G		Date: <u>/ 6</u> Date: <u>/ 6</u> Date: <u>/ 0 / 2</u>	-27-09 27-09
Board Action Taken:			
Motion:	1)2)		Aye/Nay
(Vote Recorded By)			

Explanation of Impact: Impossible to determine fiscal impact until the benefits is claimed by

RESOLU	TION NO.	

A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL CONTRACT BETWEEN CARSON CITY, A CONSOLIDATED MUNICIPALITY AND POLITICAL SUBDIVISION OF THE STATE OF NEVADA, ON BEHALF OF THE CARSON CITY FIRE DEPARTMENT AND NORTH LYON COUNTY FIRE PROTECTION DISTRICT TO ALLOW THOSE INDIVIDUALS WHO ARE MEMBERS OF THE SUBSCRIPTION PROGRAMS TO RECEIVE MEMBERSHIP BENEFITS IN EITHER JURISDICTION 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 and North Lyon County Fire Protection District are political subdivisions 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 to allow those individuals who are members of the subscription programs to receive membership benefits in either jurisdiction, 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 to allow those individuals who are members of the subscription programs to receive membership benefits in either jurisdiction, is hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Interlocal Contract to allow those individuals who are members of the subscription programs to receive membership benefits in either jurisdiction, 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 North Lyon County Fire Protection District.

Upon motion by Supervisor			, seconded by	
Supervisor			, the foregoing Resolution was passed and	
adopted this	day of Novembe	er, 2009 by the fo	, seconded by, the foregoing Resolution was passed and llowing vote.	
	VOTE:	AYES:		
		NAYS:		
		ABSENT:		
		ADSENT.		
		ABTAIN:		
		ADIAIN:		
			Debert I. Charrell Mayor	
			Robert L. Crowell, Mayor Carson City, Nevada	
			•	
ATTEST				
1111251				
Alan Glover, Cl		=		
Carson City, No	evada			

Interlocal Contract Between

Carson City and North Lyon County Fire Protection District

Recitals

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

Whereas, the North Lyon County Fire Protection District (hereinafter Department) is a fire department created pursuant to NRS Chapter 474; and

Whereas; Carson City and North Lyon County Fire Protection District are public agencies under NRS 277.100; and

Whereas; NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform; and

Whereas, on occasion residents of Carson City have a need for emergency medical care and transportation services (hereafter ambulance services) in the geographic area under jurisdiction of the North Lyon County Fire Protection District; and

Whereas, on occasion residents of the North Lyon County Fire Protection District have a need for ambulance services in the geographic area under the jurisdiction of Carson City; and

Whereas, Carson City desires to enter into a written agreement with the North Lyon County Fire Protection District whereby subscribers to the Carson City Ambulance Subscription Program Agreement (hereafter Carson City Subscribers) would receive the same benefits for ambulance services provided by the North Lyon County Fire Protection District that they receive for services provided by Carson City; and

Whereas, the North Lyon County Fire Protection District desires to enter into a written agreement with Carson City whereby subscribers to the North Lyon County Fire Protection District Ambulance Subscription Program Agreement (hereafter Department Subscribers) would receive the same benefits for ambulance services provided by Carson City that they receive for services provided by Department; and

Whereas, the provision of the additional benefits to subscribers contemplated by this agreement will make the subscription programs more attractive; and

Whereas, the subscription programs provide additional revenues to fund the provisions of ambulance services to inhabitants of Carson City and the North Lyon County Fire Protection District; and

Whereas, the provision of ambulance services promotes and protects the health and welfare of the inhabitants of Carson City and the North Lyon County Fire Protection District;

Agreement

Therefore, the board of Supervisors of Carson City and the North Lyon County Fire Protection District Board of Directors agree as follows:

- 1. The term of this agreement commences on the date the North Lyon County Fire Protection District implements a subscription program and shall remain in effect until terminated by cancellation of the ambulance subscription program in either Carson City or the North Lyon County Fire Protection District, or until terminated by either party upon thirty days prior written notice to the other party.
- 2. If the North Lyon County Fire Protection District provides ambulance services to Carson City Subscribers or their dependents, District will bill for its services pursuant to the terms and conditions of the Carson City Ambulance Subscription Program Agreement.
- 3. If Carson City provides ambulance services to Department Subscribers or their dependants, Carson City will bill for its services pursuant to the terms and conditions of the North Lyon County Fire Protection District Ambulance Subscription Program Agreement.
- 4. If the North Lyon County Fire Protection District uses mutual or automatic aid agreements for Paramedic Services with the Carson City Fire Department, the North Lyon County Fire Protection District will not bill the patients insurance. Carson City will have the right to bill for their services in accordance to their ambulance subscription program. This will provide that Carson City is paid, through the patients insurance, without the complications of the Department also billing the patients insurance. If mutual aid with Carson City is utilized then Carson City will always have the priority for billing the patients insurance, not the North Lyon County Fire Protection District.
- 5. Carson City will not provide accounting or legal services related to the debts incurred by Carson City subscribers in Department.
- 6. Department will not provide accounting or legal services related to the debts incurred by Department subscribers in Carson City.
- 7. All active billing accounts commenced prior to this Agreement by either Carson City or Department are not covered by this Agreement.
- 8. This Agreement is not intended to affect the legal liability of any party to the Agreement by imposing any standards of care other than the standard of care imposed by law. Personnel of the respective parties to this Agreement shall not be deemed to

be an agent or employee of the other party. It is understood and agreed that neither party to this Agreement, nor its officers or employees, is responsible for any damage or liability occurring by reason of anything that the other party to this Agreement does or fails to do, or its respective officers or employees do, or fail to do, under or in connection with any work, authority or jurisdiction delegated to it under this Agreement.

- 9. It is understood and agreed that each party to this Agreement shall fully indemnify, defend and hold harmless the other party from any damage or liability occurring by reason of anything done or omitted to be done by each party or its respective officers or employees, under or in connection with any work, authority or jurisdiction delegated to another party under this Agreement. Said indemnity shall include, but is not limited to, all reasonable costs and attorneys' fees incurred in defense of any and all claims covered by this provision.
- 10. This Agreement governs only how ambulance service is paid for and does not require either party to provide any greater level of service or provide service in any greater geographical area than it otherwise provides in the absence of this agreement.
- 11. Any notice given by one party to another must be sent by first class mail, postage prepaid to the following addresses and are deemed effective upon placement in the United States mail:

Carson City Fire Department 777 South Stewart Street Carson City, Nevada 89701

North Lyon County Fire Protection District 195 East Main Street Fernley, NV 89408

- 12. This Agreement constitutes the entire Agreement between the parties; this Agreement shall be enforced and construed according to the laws of the State of Nevada; any modification of this Agreement must be made in writing signed by both parties; portions of this Agreement which are held invalid are sever able from the rest of the agreement; this agreement may be recorded in the office of the Carson City or Lyon County Recorder; the preamble and the recitals are hereby made a part of this Agreement; and this Agreement may be executed in any number of counterparts, each of which is deemed an original but together which constitute but one and the same Agreement.
- 13. The parties agree to provide each other with any proposed amendments to be made to their Ambulance Subscription Program Agreements and to immediately notify the other party if the proposed amendments are adopted.

Dated this	day of	, 2009	
Carson City Board of Supervisors		Attest:	
By: Mayor		Carson City Clerk	· · · · · · · · · · · · · · · · · · ·
Approved as to form: Noel S. Waters Carson City District Attor By Deputy District Attorn			
North Lyon County Fire F	Protection District		
By Hector Blanco, Fire C. North Lyon County Fl	<u>~~</u> ∂		