

Item # 13

**Carson City Board of Supervisors  
Agenda Report**

**Date Submitted:** January 27, 2009

**Agenda Date Requested:** February 5, 2009

**Time Requested:** 10 minutes

**To:** Mayor and Board of Supervisors

**From:** City Manager

**Subject Title:** Action to approve a resolution for approving and adopting an interlocal agreement between the City and the Redevelopment Agency whereby the Redevelopment Agency agrees to utilize the general purchasing and contract policies of the City and to utilize City staff as staff of the Redevelopment Authority.

**Staff Summary:** As a special purpose government, the Redevelopment Agency may establish its own specific policies and procedures for conducting its business. However, it was the recommendation of the Redevelopment Agency to adopted the City's purchasing and contract policies and procedures for uniformity and consistency. The Redevelopment Agency also has the ability to retain its own staff but the Agency recommended that City staff provide it staff support.

**Type of Action Requested:** (check one)

Resolution

Ordinance

Formal Action/Motion

Other (Specify)

**Does This Action Require A Business Impact Statement:**  Yes  No

**Recommended Board Action:** I move to adopt Resolution \_\_\_\_\_ for approving and adopting an interlocal agreement between the City and the Redevelopment Agency whereby the Redevelopment Agency agrees to utilize the general purchasing and contract policies of the City and to utilize City staff as staff of the Redevelopment Authority.

**Explanation for Recommended Board Action:** See staff summary

**Applicable Statue, Code, Policy, Rule or Regulation:** None

**Fiscal Impact:** None

**Explanation of Impact:** None

**Funding Source:** N/A

**Alternatives:** Do not adopt the resolution.

**Supporting Material:** Resolution and Interlocal agreement

**Prepared By:** Lawrence A. Werner, P.E., P.L.S.

**Reviewed By:** \_\_\_\_\_

(Department Head)

Date: \_\_\_\_\_

(City Manager)

Date: 1-27-09

(District Attorney)

Date: 1-27-09

(Finance Director)

Date: 1-27-09

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

Aye/Nay

2) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL CONTRACT BETWEEN CARSON CITY, A CONSOLIDATED MUNICIPALITY AND POLITICAL SUBDIVISION OF THE STATE OF NEVADA AND THE CARSON CITY REDEVELOPMENT AUTHORITY, A PUBLIC BODY ESTABLISHED PURSUANT TO NRS 279.382 to 279.685, INCLUSIVE, TO PROVIDE FOR THE PROVISION OF PERSONNEL BY CARSON CITY FOR THE USE OF THE CARSON CITY REDEVELOPMENT AUTHORITY 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 consolidated municipality and political subdivision of the State of Nevada; and

**WHEREAS**, The Carson City Redevelopment Authority is a public body established pursuant to NRS 279.382 to 279.685, inclusive; 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 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 personnel by Carson City for the use of the Carson City Redevelopment Authority; and

**BE IT FURTHER RESOLVED** that the Interlocal Contract for the provision of personnel by Carson City for the use of the Carson City Redevelopment Authority 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 Carson City.

Upon motion by Supervisor \_\_\_\_\_, seconded by  
Supervisor \_\_\_\_\_, the foregoing Resolution was passed and  
adopted this \_\_ day of \_\_\_\_\_, 2009 by the following vote.

VOTE:      AYES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAYS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ABSENT:

\_\_\_\_\_

ABTAIN:

\_\_\_\_\_

\_\_\_\_\_  
Robert Crowell, Mayor  
Carson City, Nevada

ATTEST

\_\_\_\_\_  
Alan Glover, Clerk  
Carson City, Nevada

**INTERLOCAL COOPERATIVE AGREEMENT**

An Interlocal Agreement ("Agreement") between Carson City, a consolidated municipality and political subdivision of the State of Nevada ("CITY") and the Carson City Redevelopment Authority, a public body established pursuant to NRS 279.382 to 279.685, inclusive ("RDA").

This Agreement is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the CITY and the RDA.

**WITNESSETH**

**Whereas**, the CITY is a consolidated municipality and political subdivision of the State of Nevada, and

**Whereas**, the RDA is a public body established pursuant to NRS 279.382 to 279.685, inclusive, and

**Whereas**, NRS 277.180(1) allows any one or more public agencies to Agreement 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 Agreement is authorized by law to perform, and

**Whereas**, NRS 277.180(3)(b) provides that an authorized purpose of an Agreement made pursuant to NRS 277.180(1) includes the joint use of county and city personnel for the promotion of the comfort, welfare and property of the inhabitants of Carson City, and

**Now, Therefore**, in consideration of the premises and the covenants herein contained, it is agreed as follows:

**CITY AGREES:**

1. In the discretion of the CITY, to provide the use of CITY personnel to the RDA for the use of the RDA in conjunction with any project, power or duty of the RDA authorized pursuant to chapter 279 of NRS.
2. To provide financial accounting services to RDA and to provide periodic financial reports.
3. In the discretion of the Supervisors, to procure materials, equipment and to facilitate the acquisition of such materials as requested by RDA as may be necessary to provide for the continued efficient and effective operations of the RDA.
4. Carson City will provide legal services to RDA.

**RDA AGREES:**

1. That any CITY personnel or materials or equipment used by the RDA in conjunction with any project, power or duty of the RDA authorized pursuant to chapter 279 of NRS will be used in a manner that complies with all relevant statutes, ordinances, resolutions, policies and procedures governing the activities of CITY personnel or regarding the use of CITY materials or equipment.
2. To pay to the CITY the actual cost to the CITY of the time of CITY personnel used by the RDA pursuant to this Agreement and to pay to the CITY the actual cost of any materials or equipment used by the RDA pursuant to this Agreement.

**CITY AND RDA MUTUALLY AGREE:**

1. Except as otherwise expressly provided, this agreement constitutes the entire Agreement between the parties hereto and may not be modified except by mutual agreement. This agreement may be terminated in its entirety by any of the parties serving notice of intent to terminate the agreement.
2. 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 and agents. 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.
3. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party 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 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 Agreement shall be enforced and construed according to the laws of the State of Nevada; the prevailing party to any dispute involving this Agreement is entitled to an award of reasonable attorneys fees and costs.

**IN WITNESS WHEREOF**, each of the parties has caused this agreement to be duly executed on its behalf by an authorized representative.

Carson City Board of Supervisors:

By: \_\_\_\_\_  
Robert Crowell, Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Alan Glover, Clerk-Recorder

Date: \_\_\_\_\_

APPROVED AS TO FORM:

NEIL A. ROMBARDO  
Carson City District Attorney

By: \_\_\_\_\_  
Deputy District Attorney

Date: \_\_\_\_\_

Carson City Redevelopment Authority:

By: \_\_\_\_\_  
Robin Williamson, Chairperson

Date: \_\_\_\_\_