

INTERLOCAL AGREEMENT FOR SHARED ANIMAL CONTROL SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____ 2023, by and between the County of White Pine, State of Nevada, by and through its Board of County Commissioners, of White Pine County, Nevada, hereinafter "County", and the City of Ely, an incorporated City in the County of White Pine, State of Nevada, by and through the Mayor and City Council of the City of Ely, hereinafter referred to as "City". The City and County may also be collectively referred to in this Agreement as the "Parties" or, individually, as a "Party."

WITNESSETH:

WHEREAS, the County and the City want to continue Animal Control obligations to provide better services to all citizens by utilizing assets of both White Pine County and the City of Ely and thereby decreasing duplicative services;

WHEREAS, the County and the City are authorized by law to perform all duties hereunder by law;

WHEREAS, the County and City are public agencies under NRS 277.100;

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

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

ARTICLE I

TERM & TERMINATION

- 1.0** **Term.** This Agreement shall commence as of 12:01 A.M. on July 1, 2023, and shall terminate at Midnight June 30, 2028. This Agreement contemplates a term of five (5) years in duration.

- 1.1** **Termination.** This Agreement will terminate on the earlier of (1) the date provided in Section 1.0, or (2) when either party provides a six-month written notice of its intent to terminate the Agreement provided in accordance with Section 5.6 of this Agreement.

- 1.2** **Extension.** This Agreement does not contemplate automatic extension upon expiration of the term herein. However, if the Parties are in negotiations and have not ratified a successor Agreement, the terms of this Agreement shall remain in effect

until such time as the parties successfully negotiate and ratify a successor Agreement or written notice of intent to terminate is provided to the other Party.

- 1.3 Request for Meeting.** In the event that the County or the City experiences major changes in their need for services under this agreement, either party may request a meeting with the other to discuss needed changes or amendments to this Agreement.

ARTICLE II

FINANCIAL COMMITMENT

- 2.0 Costs.** The County will pay the City \$45,000 divided into four quarterly payments of \$11,250 each. Payments will be due the first of each calendar quarter - July 1, October 1, January 1 and April 1.
- 2.1 Annual Increase.** The annualized payment due pursuant to the terms of this agreement shall increase each and every year for the term of this agreement by 2.5% beginning July 1, 2024.
- 2.2 Collection.** The Animal Control Officer, by and through City Hall, will collect all Animal Control fees, including animal control licenses for the City and the County, at the City's sole expense.

ARTICLE III

DUTIES & RESPONSIBILITIES

- 3.0 City/County Responsibilities.** The County and the City will equally share all costs of maintenance on Animal Control facilities, property, equipment, tools and vehicles (50%/50%).
- A. Replacement.** When facility, property, equipment or vehicle replacement becomes necessary, the City and County will work jointly to identify and pay for the replacement.
- 3.1 City Responsibilities.** The City will provide the following:
- A. One full-time Animal Control Officer, with weekend, holiday and other time off supported with other City personnel;
 - B. Training for the Animal Control Officer;
 - C. Required pay/benefits to their Animal Control Officer and other employees in the Animal Control Department.
 - D. Record storage;
 - E. Office space, furniture, and an appropriate Animal Control facility;

F. Phone, computer, and email; and

G. Fuel for the vehicle.

- 3.2 County Services.** Animal Control Services to the County will include the tasks identified in “Exhibit A”, attached hereto and incorporated herein by reference. The City agrees to respond to Requests for Service within the boundaries of the County as soon as practicable and feasible, but the unavailability of City personnel and equipment shall not be deemed a breach of this Agreement and the City shall not be liable for delay or failure to respond. The Animal Control Officer shall remain an employee of the City only and shall only take orders from City Council or other City officials.
- 3.3 County Oversight.** The County may provide annual evaluation of Animal Control Officer’s performance to the City.
- 3.4 Animal Control Log.** A monthly log will be maintained by the Animal Control Officer in Outlook or other similar software and will be submitted to the City Clerk and County Manager. This report will be sufficient as the monthly update provided to the County Commission.
- 3.5 Complaints.** The City Clerk shall be the contact for complaints related to the Animal Control Officer’s performance or lack thereof. The City Clerk shall be responsible to resolve the complaints keeping the City Council liaison or County Commission liaison involved and informed as appropriate on all issues.

ARTICLE IV

LIABILITY

- 4.0 Insurance.** The City shall be responsible for providing \$2 million of general liability insurance naming County as additional insured for its operation in fulfilling the Animal Control services contemplated in this Agreement. The City shall provide written proof of coverage to the County.

The City shall also provide insurance for vehicle, equipment, property, buildings or any other items under its control, as well as Worker’s Compensation insurance at no cost to the County.

- 4.1 Liability.** The City shall be solely liable for all acts of the Animal Control Officer as contemplated in this Agreement necessary for the provision of Animal Control services to the City.

The City shall defend and hold the County harmless for all damages, injury, loss, expenses or liability incurred by the City and its employees, agents, and/or assigns while engaged in Animal Control services by the City, from any acts, failure to act, or omissions in connection with this agreement and all services hereunder, and shall not seek reimbursement or indemnification from the County, unless the complained of

acts were taken at the express direction of the County.

There shall be no liability between the parties for any losses, expenses or damages that any other party may sustain as a result of any party failing or refusing to respond to an Animal Control related matter by City personnel.

ARTICLE V

OTHER CONTRACT TERMS

- 5.0 Dispute Resolution.** A four-person committee comprised of two County appointed representatives and two City appointed representatives shall serve as the committee responsible to hear complaints of either the City or the County should there be issues that arise during the term of the contract. They will be responsible to provide recommendations to address concerns which will then be provided back to the City Council and County Commission.
- 5.1 Amendments.** Amendments or modifications to this Agreement may be made from time to time in writing as approved by the Parties hereto.
- 5.2 Execution of Additional Instruments.** Each Party, at any time, at the request of the other party, shall execute, acknowledge, and deliver any document, instrument, or conveyance that is or may be necessary to carry out the provisions of this Agreement.
- 5.3 Entire Agreement.** This Agreement constitutes the entire Agreement between the parties concerning its subject matter and there are no representations, conditions, warranties or collateral agreements, express or implied, statutory or otherwise, with respect to this Agreement other than is contained herein.
- 5.4 Open Meeting Law.** This Agreement and any amendment, modification, alteration, or change of the provisions of this Agreement may only be made in an open meeting, unless a specific statutory provision allows or requires the discussion or negotiations to be held in private. Notwithstanding, any results of the negotiations or discussions shall be placed on the record pursuant to Nevada's Open Meeting law.
- 5.5 Drafter.** Each party to this Agreement and its counsel have reviewed this Agreement. Neither party shall be deemed the drafter of this document as both Parties have had their respective counsel read, review and revise the terms stated herein.
- 5.6 Notices.** Any notice, demand or request in connection with this Agreement shall be sufficient in all respects if given in writing and delivered in person, by facsimile or by certified mail to the Parties as follows:

City:

Ely City Clerk
501 Mill Street
Ely, Nevada 89301

County:

White Pine County Commission Chairman
1786 Great Basin Blvd, Suite 3
Ely, Nevada 89301

775-289-2430 Office
775-289-1463 Fax

775-293-6509 Office
775-289-2544 Fax

- 5.7 Severability.** If any provision of this Agreement is held to be invalid, such invalidity shall not affect other provisions and each provision is declared to be severable.
- 5.8 Contract Documents.** The documents which comprise the Agreement between the Parties are attached hereto and made a part hereof. Other documents or amendments to this Agreement may be included at a later time by the written agreement of the Parties.
- 5.9 Legal Requirements.** All Parties to this Agreement shall comply with all applicable federal, state, and local laws in performing this Agreement.
- 5.10 No Third-Party Beneficiaries.** The County and City agree that this Agreement shall not confer third-party beneficiary status on any non-party, including the citizens of either the County or the City.
- 5.11 Force Majeure.** In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, loss of employee, preoccupation, or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.
- 5.12 Independent Public Agencies.** 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.

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IN WITNESS WHEREOF the Parties to this Agreement have signed this Agreement on the date set forth below, following the appropriate authorization by the respective governing body.

ON BEHALF OF THE BOARD OF COUNTY COMMISSIONERS OF WHITE PINE COUNTY:

ON BEHALF OF THE CITY COUNCIL OF THE CITY OF ELY:

CHAIRMAN: _____

MAYOR: _____

DATED this ____ day of _____, 2023.

DATED this ____ day of _____, 2023.

COUNTY CLERK

CITY CLERK

EXHIBIT A

ANIMAL CONTROL SCOPE OF WORK

1. The Animal Control Officer shall:
 - a. Administer the Animal Control program for the City and the County pursuant to applicable City and County Codes;
 - b. Make recommendations to the governing bodies of both the City and the County on changes to their respective animal control ordinances and resolutions to provide a seamless process that will support the respective Codes and Ordinances;
and,
 - c. Keep the governing bodies of both the City and the County apprised when changes to federal or state laws affecting animal control affect the governing bodies' codes and ordinance.