

**FIRST AMENDMENT TO COOPERATIVE AGREEMENT**  
**BETWEEN**  
**CARSON CITY AIRPORT AUTHORITY**  
**AND CARSON CITY**

This amendment is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between CARSON CITY, a consolidated municipality of the State of Nevada hereinafter “CITY” and the CARSON CITY AIRPORT AUTHORITY, a subdivision of the State of Nevada created under NRS Chapter 844, hereinafter “the AUTHORITY”. CITY and AUTHORITY are collectively referred to as the “parties”.

**WITNESSETH:**

WHEREAS, the parties executed a Cooperative Agreement on or about May 17, 1990, shortly after the creation of the AUTHORITY by the Nevada State Legislature, through the passage of S.B. 255 (now NRS Chapter 844; Special Acts); and

WHEREAS, NRS 844, Section 9, subsection 4 states that the Authority may “Use, in the performance of its functions, the officers, employees, facilities and equipment of Carson City, with the consent of Carson City and subject to such terms and conditions as may be agreed upon by the Board and the Board of Supervisors.”; and

WHEREAS, the AUTHORITY, to reduce costs and to better use its assets to advance the CITY’s economic growth via the airport, desires to provide insurance for the AUTHORITY employees via the CITY; and

WHEREAS, the CITY is willing and able to perform the services described herein; and

WHEREAS, pursuant to NRS 277.180, the CITY and the AUTHORITY are public agencies that are authorized to cooperate in the performance of this interlocal cooperative agreement; and

WHEREAS, the AUTHORITY does not presently offer all of the benefits included in the CITY insurance package and will likely only select the components deemed suitable to the AUTHORITY; and

NOW, THEREFORE, in consideration of the promises and of the mutual covenants set forth herein, it is agreed as follows:

CITY AGREES:

To allow the AUTHORITY to participate in the health, dental, vision and life insurance plans for its employees that are provided to CITY employees, if allowed by the benefit providers. The AUTHORITY will:

1. Determine whether and to what extent the benefit levels and components will be offered to its employees.
2. Pay the AUTHORITY'S portion of the premiums for the AUTHORITY employees by the 10<sup>th</sup> of each month.
3. Administer its own AUTHORITY payroll.
4. Transition the exit of the current AUTHORITY employees from their current insurance provider (Public Employees Benefit Program).
5. Be responsible for enrolling each eligible AUTHORITY employee into the Nevada Public Employer's Retirement System (PERS).
6. Provide for and manage its unemployment and worker's compensation insurance claims, EEOC claims and employment related lawsuits, if any.

The CITY will:

1. Continue to be the entity which negotiates all benefit contracts;
2. Provide the current benefit information to the Chairman of the AUTHORITY once approved by the Carson City Board of Supervisors, and thereafter as such CITY negotiations and benefits change.
3. Provide, at no additional cost to the AUTHORITY, the CITY administration services associated with inclusion of the AUTHORITY employees in the benefit plans, or the components selected for inclusion by the AUTHORITY;

IT IS MUTUALLY AGREED:

1. The term of this Agreement will follow the term of the underlying Cooperative Agreement (which expires May 17, 2020).
2. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Each party agrees to perform their respective duties hereunder until terminated or the end of the term, whichever first occurs.
3. This Agreement, along with the underlying Cooperative Agreement, constitutes the entire agreement of the parties and as such, is 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 and approved by each Parties' respective counsel.

4. 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 addresses set forth below:

FOR CITY:

City Manager of Carson City  
201 N. Carson Street, Suite 2  
Carson City, NV 89701  
(775) 887-2100  
[nmarano@carson.org](mailto:nmarano@carson.org)

FOR AUTHORITY:

Chairman, Carson City Airport Authority  
2600 College Parkway, #6  
Carson City, NV 89701  
(775) 841-2255

5. To the fullest extent of NRS Chapter 41 liability limitations, each Party shall indemnify, hold harmless and defend, not excluding the others' right to participate, the other 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 Party, its officers, employees or 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 herein. This

- indemnification obligation is conditioned upon receipt of written notice by the indemnifying Party within 30 days of the indemnified Party's notice of an actual or pending claim or cause of action. The indemnifying Party shall not be liable to hold harmless any attorney's fees or costs incurred by the indemnified Party if the indemnified Party elects to participate in any litigation or arbitration with legal counsel of its own choice.
6. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.
  7. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the agreement.
  8. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against either the CITY or AUTHORITY arising from, or related to, this Agreement.
  9. Each Party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and will present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained.
  10. Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.

11. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.
12. Failure of either Party to perform any obligation of 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, remedies provided by law or equity, including but not limited to actual damages incurred, and reasonable attorney's fees and costs incurred by the prevailing Party.
13. The Parties will not waive, and intend to assert, available NRS Chapter 41 liability limitation in all cases. The Parties expressly waive any claim for punitive damages and understand that the sole remedy for any willful or intentional misconduct shall be for a public officer, removal or recall of that officer for malfeasance, if adequate grounds exist and the process for removal or recall is followed, and for an employee, the sole remedy shall be discipline up to and including termination.
14. Any future modification of this Agreement shall be subject to the provisions covered by this Agreement and approval of such modification shall be in writing and signed by a representative of each Party.
15. The CITY and AUTHORITY will meet annually to discuss the Cooperative Agreement. All City Departments involved in the Agreement will be represented (if they so choose) in the annual meeting. Any changes to the Agreement will be

presented to both the Board of Supervisors and the Carson City Airport Authority for approval.

IN WITNESS WHEREOF, the parties hereby entered into this AMENDMENT on the day and year first above-written.

CARSON CITY:

AIRPORT AUTHORITY:

By: \_\_\_\_\_  
ROBERT L. CROWELL, Mayor

By: \_\_\_\_\_  
KARL HUTTER, Chairman

ATTEST:

ATTEST:

By: \_\_\_\_\_  
SUSAN MERIWETHER - Clerk/Recorder

By: \_\_\_\_\_  
MAURICE WHITE,  
Secretary/Treasurer

Approved as to legality and form:

\_\_\_\_\_  
Deputy District Attorney

Approved as to legality and form:

\_\_\_\_\_  
STEVEN E. TACKES, Airport Counsel