

Item # 9-60

**City of Carson City  
Agenda Report**

**Date Submitted:** July 28, 2009

**Agenda Date Requested:** August 6, 2009

**Time Requested:** Consent

**To:** Mayor and Supervisors  
**From:** Purchasing & Contracts

**Subject Title:** Action to adopt Resolution 2009-R-\_\_\_\_\_, a resolution by the Carson City Board of Supervisors providing for Carson City to enter into an Interlocal Contract with the Washoe Tribe of Nevada and California, Washoe Environmental Protection Department, for water quality monitoring of the Carson City Fairgrounds Urban Fishing Pond in an amount not to exceed \$15,000.00 from the Urban Fishing Pond Grant as provided in FY 09/10. (File 0809-252).  
(Vern L. Krahn)

**Staff Summary:** The Washoe Tribe of Nevada and California is solely qualified with the knowledge, the monitoring staff/equipment, and an on-going water quality monitoring program along Clear Creek to provide Carson City with the proper monitoring for the water quality treatment facilities planned for the Urban Fishing Pond. The Washoe Tribe will be providing quarterly and storm event monitoring and testing for approximately three years.

**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 2009-R-\_\_\_\_\_, a resolution by the Carson City Board of Supervisors providing for Carson City to enter into an Interlocal Contract with the Washoe Tribe of Nevada and California, Washoe Environmental Protection Department, for water quality monitoring of the Carson City Fairgrounds Urban Fishing Pond in an amount not to exceed \$15,000.00 from the Urban Fishing Pond Grant as provided for in FY 09/10. (File 0809-252) (Vern Krahn)

**Explanation for Recommended Board Action:**

Please see the following, pursuant to NRS 277.180 Interlocal Contracts:

1. 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 public agencies entering into the contract is authorized by law to perform.
2. If it is reasonably foreseeable that a public agency will be required to:
  - (a) Expend more than \$25,000 to carry out a contract, the contract must:

- (1) Set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties;
  - (2) 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;
  - (3) If an agency of this State is a party to the contract, be approved by the Attorney General as to form and compliance with law; and
  - (4) Be in writing.
- (b) Expend \$25,000 or less to carry out a contract, each participating public agency shall maintain written documentation of the terms of the contract for at least 3 years after the date on which the contract was entered into.

**Applicable Statue, Code, Policy, Rule or Regulation:** NRS 277.180

**Fiscal Impact:** \$15,000.00

**Explanation of Impact:** If approved, the below listed account could be reduced by \$15,000 .00

**Funding Source:** 275-5017-452-7765 Urban Fishing Pond Grant Fund as provided in FY 0/10

- Alternatives:**
- 1) Not approve the Interlocal Contract
  - 2) Recommend changes to the Interlocal Contract

**Supporting Material:** Resolution, Interlocal Contract, Quote

**Prepared By:** Sandy Scott, Purchasing & Contracts Coordinator

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

(Parks & Rec)

(City Manager)

(D.A Office)

(Finance Department)

**Date:** 7-28-09

**Date:** 7/28/09

**Date:** 7/28/09

**Date:** 7/28/09

**Board Action Taken:**

Motion: \_\_\_\_\_ 1: \_\_\_\_\_ Aye/Nay  
 \_\_\_\_\_ 2: \_\_\_\_\_

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

**CARSON CITY BOARD OF SUPERVISORS  
RESOLUTION NO. 2009-R-\_\_\_\_\_**

**A RESOLUTION OF THE CARSON CITY BOARD OF SUPERVISORS PROVIDING FOR CARSON CITY TO ENTER INTO AN INTERLOCAL CONTRACT WITH THE WASHOE TRIBE OF NEVADA AND CALIFORNIA, WASHOE ENVIRONMENTAL PROTECTION DEPARTMENT, FOR WATER QUALITY MONITORING OF THE CARSON CITY FAIRGROUNDS URBAN FISHING POND.**

*WHEREAS*, pursuant to NRS 277.180, any one or more public agencies may enter into contracts with other public agencies for the performance of any governmental service, activity, or undertaking, which any party is authorized by law to perform; and

*WHEREAS*, NRS 277.180 provides that every such contract must be ratified by appropriate official action of each party's governing body as a condition precedent; and

*WHEREAS*, NRS 277.180 also provides that every contract must fully state the contract's purposes and the powers, rights, objectives, and responsibilities of the parties; and

*WHEREAS*, Carson City is a political subdivision of the State of Nevada, and the Washoe Environmental Protection Department, is a department and program of the Washoe Tribe of Nevada and California, a federally recognized Indian Tribe; and

*WHEREAS*, Carson City and the Washoe Tribe, through the Washoe Environmental Protection Department wish to enter into an contract to provide for water quality monitoring of the Carson City Fairgrounds Urban Fishing Pond; and

*WHEREAS*, Carson City desires to adopt and approve such contract with the Washoe Tribe in accordance with NRS 277.180. A copy of the contract is attached to this Resolution as Exhibit A and is incorporated herein by this reference; and

*WHEREAS*, the contract for water quality monitoring of the Carson City Fairgrounds Urban Fishing Pond will allow Carson City to comply with Nevada Division of Environmental Protection's requirements for the completion of the Carson City Fairgrounds Urban Fishing Pond Project.

*NOW, THEREFORE, BE IT RESOLVED* that the attached contract with the Washoe Tribe of Nevada and California for water quality monitoring of the Carson City Fairgrounds Urban Fishing Pond is hereby adopted and approved; and

*BE IT FURTHER RESOLVED* that the attached contract shall be spread at large upon the minutes or attached in full there as an exhibit, and that a copy of this Resolution shall be sent to the Washoe Tribe of Nevada and California.

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

AYES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_

Alan Glover, Clerk  
Carson City, Nevada

**INTERLOCAL CONTRACT 0809-252**  
**ENTERED INTO BY AND BETWEEN CARSON CITY AND THE WASHOE TRIBE OF**  
**NEVADA AND CALIFORNIA, WASHOE ENVIRONMENTAL PROTECTION**  
**DEPARTMENT, FOR WATER QUALITY MONITORING OF THE CARSON CITY**  
**FAIRGROUNDS URBAN FISHING POND**

**THIS CONTRACT** is made and entered into by and between the **WASHOE TRIBE OF NEVADA AND CALIFORNIA**, Washoe Environmental Protection Department, hereinafter referred to as "**WEPD**", and the City and County of Carson City, Nevada, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**".

**WITNESSETH:**

**WHEREAS**, the **CITY** is authorized by Chapter 277 of the Nevada Revised Statutes to enter into contracts with public agencies for the performance of any governmental service, activity or undertaking; and

**WHEREAS**, the **CITY** is conducting a project to establish an urban fishing pond at the Carson City Fairgrounds ("Project") that requires specific water quality monitoring; and

**WHEREAS**, the **WEPD** has established water quality monitoring sites throughout the Clear Creek Watershed and has the knowledge and technical expertise to conduct the monitoring required for the Project; and

**WHEREAS**, the **CITY** and **WEPD** wish to enter into this **CONTRACT**, under which the **WEPD** supplies water quality monitoring for the Project.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, it is hereby agreed by and between the parties as follows:

1. The **WEPD** agrees to provide water quality monitoring for the Project as described in Exhibit A, which is attached to this **CONTRACT** and incorporated herein by reference.
2. The **CITY** agrees to pay the **WEPD** for the work performed, which includes time and lab fees. The total amount paid to the **WEPD** under this **CONTRACT** shall not exceed Fifteen Thousand Dollars and No Cents (\$15,000.00).
3. This **CONTRACT** shall become effective as of the later of the signatures below, and shall be effective until June 30, 2012, unless earlier terminated in accordance with the terms herein. This **CONTRACT** may be terminated by either party but only upon thirty (30) days written notice to the other party. The **WEPD** shall be entitled to compensation for all work performed up to the date of termination. The **CITY** shall not

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be responsible for providing payment to **WEPD** for any work performed after the date of termination of this **CONTRACT**.

4. Any written notice required under this **CONTRACT** shall be deemed validly made only when delivered in writing either in person or by registered or certified United States mail, postage prepaid, to the following:

**WEPD:** Washoe Tribe of Nevada and California  
Attn: Director, Washoe Environmental Protection Department  
919 Hwy 395 South  
Gardnerville, NV 89410

**CITY:** Carson City Parks and Recreation Director  
Attn: Roger Moellendorf, Director  
3303 Butti Way, Bldg #9  
Carson City, NV 89701

5. Nothing in this **CONTRACT** shall be construed as creating rights for parties not specifically mentioned in this **CONTRACT**. The **CITY** will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Any contract liability of shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 354.626.

6. The **CITY** shall indemnify, hold harmless and defend, not excluding **WEPD's** right to participate, **WEPD** 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. **WEPD** shall not be responsible for any attorneys fees claimed by the **CITY** and/or a third party as consequential damages and the **CITY** will defend, hold harmless and/or indemnify **WEPD** against such claims. The indemnifying party shall not be liable to hold harmless any attorneys fees and costs for the indemnified party's chosen right to participate with legal counsel.

7. **WEPD** 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 **WEPD**, 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 attorneys' fees claimed by **WEPD** and/or a third party as consequential damages and **WEPD** will defend, hold harmless and/or indemnify the **CITY** against such claims. The indemnifying party shall not be liable to hold harmless

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any attorneys fees and costs for the indemnified party's chosen right to participate with legal counsel.

8. This **CONTRACT** is not intended to and shall not be construed to provide any person or entity not a party to the **CONTRACT** with any benefits or cause of action or to obligate the parties of this **CONTRACT** to any entity or person not a party hereto..

9. The illegality or invalidity of any provision or portion of this **CONTRACT** shall not affect the validity of any remaining provision.

10. This **CONTRACT** and the right and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principal of conflict-of-law that would require the application of the law of any other jurisdiction. **WEPD** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this **CONTRACT**.

11. This **CONTRACT** shall constitute the entire understanding between the parties with respect to the subject matter of this **CONTRACT**, and no modification amendment hereto shall be binding unless in writing and signed by all parties.

12. The failure of either party to perform any conditions required herein is a default. If a default occurs, the defaulting party shall be given a written notice within one week following the default specifying the default, and providing a time within which the party may cure such default. If the default is not cured within the period granted by the non-defaulting party, this **CONTRACT** may be terminated at the option of the non-defaulting party. If the defaulting party cures a default within the time allowed, that party shall reimburse the non-defaulting party for reasonable expenses incurred by that party in connection with the cure.

13. The rights and remedies of parties set forth herein are in addition to any other right and remedy now and hereinafter provided by law. All rights and remedies provided herein shall be cumulative and not exclusive of each other. No delay or omission by a non-defaulting party in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of non-acquiescence to a default. No waiver of a default shall extend to, or affect any other default or impair any right or remedy with respect thereto. No waiver of a default will be effective unless it is in writing.

14. Neither party shall be deemed to be in violation of this **CONTRACT** if it is prevented from performing any of its obligations hereunder for any reason beyond its control including, without limitation, strikes, acts of God, civil or military authority, act of public enemy, or accidents, fires, explosions, earthquakes, floods, winds, failure of public transportation, or any other similar serious cause beyond reasonable control of either party. 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 promptly to perform in accordance with the terms of the **CONTRACT** after the intervening cause ceases.

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**IN WITNESS WHEREOF**, the parties have caused this **CONTRACT** to be executed by the duly authorized representative as of the later of the signatures below.

**FOR THE CITY:**

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

By: \_\_\_\_\_  
Alan Glover, Clerk

DATED \_\_\_\_\_

DATED \_\_\_\_\_

**FOR THE TRIBE:**

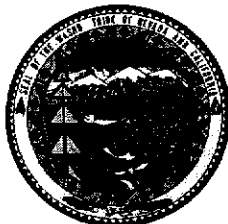
BY: \_\_\_\_\_  
Waldo W. Walker, Chairman

DATED: \_\_\_\_\_



# Washoe Tribe of Nevada and California

## Environmental Protection Department



### Quote for Services

Carson City Fairgrounds / Urban Fishing Pond Project (Standard Operating Procedures for the Washoe Tribe of Nevada and California, Washoe Environmental Protection Department)

The Washoe Environmental Protection Department will provide water quality sampling and monitoring for Carson City Fairgrounds / Urban Fishing Pond Project. At the time of submittal, the Washoe Tribe and the Carson City Parks and Recreation Department have agreed upon three (3) sites for quarterly monitoring and five (5) sites for storm-event monitoring. Any additional sites or monitoring must be agreed upon by both parties.

Staff time will be billed at \$30.00 per hour per employee, estimated at one hour per sample site per-sample event and one-half hour transportation time to laboratory.

#### \* Samples Required

1. Routine Domestic \$94.00 per site x 3 sites x 4 events = \$1,128 per year
2. Expanded (Storm-event) \$120.00 per site

Any special testing than what is listed above will be billed at rates that will be negotiated and agreed upon prior to sampling. Lab costs provided below for special testing are for informational purposes only.

- |                    |                                 |
|--------------------|---------------------------------|
| 1. Bacteriological | \$12.00 (3 parameters) per site |
| 2. Benthos         | \$150.00 per site               |
| 3. BTX/TPH         | \$92.00 per site                |
| 4. Pesticides      | \$1,200.00 per site             |

\* Lab costs are subject to change depending on lab fee structures notification will be provided and agreed upon within 7 days notice of sample event.

A stationary photo plot for each site will have a UTM number associated with it and will be provided with the raw data for future monitoring.

The Washoe Environmental Protection Department will utilize its own field equipment on the project. Hanna ORP, mV, HACH- conductivity, DO, pH, Kessler wind, baro, precip, satellite time, temp, altitude, etc. Flow-Mate for CFS readings.

*\*This sampling routine will continue for up to three years.*

- *First year: Pre-construction monitoring*
- *Second year: Post-construction monitoring*
- *Third year: Establishment monitoring*

All work will be done on a time and materials contract not-to-exceed \$15,000. Questions regarding this quote for services should be directed to Marie Barry, Program Director at (775) 265-8682.

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919 Highway 395 South, Gardnerville, Nevada 89410  
(775) 265-4191 • (775) 883-1446 • (530) 694-2339 • FAX (775) 265-3211