

**City of Carson City
Agenda Report**

Date Submitted: August 27, 2013

Agenda Date Requested: September 5, 2013

Time Requested: Consent Agenda

To: Mayor and Supervisors

From: Public Works Department

Subject Title: For Possible Action: To adopt Resolution No. _____ a resolution approving and authorizing the Mayor to sign the Joint Funding Agreement for Water Resource Investigations, between Carson City and the U.S. Department of the Interior U.S. Geological Survey. (David Bruketta)

Staff Summary: Adoption of the Resolution approving this agreement will allow continuation for receiving critical stream flow data. This data is essential for Public Works to properly utilize surface water rights, plan and monitor the conjunctive use program and maintain compliance with the Alpine Decree. Carson City's share of the cost is \$48,050.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Status Report)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to adopt Resolution No. _____ a resolution approving and authorizing the Mayor to sign the Joint Funding Agreement for Water Resource Investigations, Carson City and the U.S. Department of the Interior U.S. Geological Survey.

Explanation of Recommended Board Action: The City has historically entered into an annual cost sharing agreement with the USGS to pay for monitoring, recording and maintenance of stream gauges that provide us with data to assist in our conjunctive water use program and maintaining compliance with the Alpine Decree. Carson City's 50% share of the program cost is \$48,050.

Fiscal Impact: \$48,050

Funding Source: 520-3502-435.03-72 USGS Stream Monitoring

Explanation of Impact: Funding provided for in FY 2013/14

Alternatives: Do Not Approve


Supporting Material:

1. Resolution
2. Joint Funding Agreement for Water Resources Investigations-In duplicate (Exhibit A)
3. Letter from U.S. Department of the Interior outlining program-4 pages

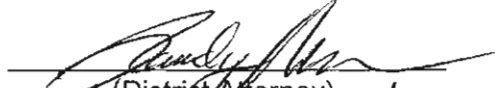
Prepared By: David Bruketta, Utility Manager

Reviewed By: 
(Public Works Director)


Date: 8-21-13

Concurrences: 
(Finance Director)

Date: 8/27/13


(District Attorney)

Date: 8/27/13


(City Manager)

Date: 8/27/13

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____

(Vote Recorded By)

RESOLUTION NO. _____

RESOLUTION ADOPTING AND APPROVING A JOINT FUNDING AGREEMENT FOR WATER RESOURCES INVESTIGATIONS BETWEEN CARSON CITY AND U.S. DEPARTMENT OF THE INTERIOR U.S. GEOLOGICAL SURVEY

WHEREAS, any two or more public agencies may enter into cooperative agreements for the performance of any governmental function pursuant to NRS 277.080 to 277.180, inclusive; and

WHEREAS, NRS 277.110 provides that every such agreement must be by formal resolution or ordinance of the governing body of each public agency included and must be spread at large upon the minutes, or attached in full thereto as an exhibit, of each governing body; and

WHEREAS, the parties to the Joint Funding Agreement for Water Resource Investigations, Carson City and the U.S. Department of the Interior U.S. Geological Survey, desire to adopt and approve such agreement as required by NRS 277.110. A copy of the agreement is attached to this Resolution as Exhibit "A"; and

WHEREAS, both parties to the Joint Funding Agreement for Water Resource Investigations, Carson City and the U.S. Department of the Interior U.S. Geological Survey are public agencies as defined by NRS 277.100; and

NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of the Joint Funding Agreement for Water Resource Investigations, Carson City and the U.S. Department of the Interior U.S. Geological Survey are hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Joint Funding Agreement for Water Resource Investigations, Carson City and the U.S. Department of the Interior U.S. Geological Survey 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 the U.S. Department of the Interior U.S. Geological Survey.

Upon motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted this _____ day of _____ by the following vote:

AYES: _____ NAYS: _____

ABSENT: _____ ABSTAIN: _____

2013 USGS Joint Funding Agreement, continued;

Resolution No. _____

Robert L. Crowell, Mayor
Carson City, Nevada

ATTEST:

Alan Glover, Clerk
Carson City, Nevada

Form 9-1366

U.S. Department of the Interior
Geological Survey

Customer #: 600000350
Agreement #: 14WSNV00500_00
Project #:
TIN #: 886000189
Fixed Cost YES
Agreement

Joint Funding Agreement

FOR
WATER RESOURCES INVESTIGATIONS

THIS AGREEMENT is entered into as of the, 6th day of August, 2013 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Carson City Utilities Department, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for streamflow monitoring program in west-central Nevada herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of

(a) by the party of the first part during the period

Amount	Date	to	Date
\$36,193.00	October 1, 2013		September 30, 2014

(b) by the party of the second part during the period

Amount	Date	to	Date
\$48,050.00	October 1, 2013		September 30, 2014

DUNS#: 073787152

(c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

9-1366 (Continuation)

Customer #:

600000350

Agreement #:

14WSNV00500_00

- 7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
- 8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
- 9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

**U.S. Geological Survey
United States
Department of the Interior**

CARSON CITY UTILITIES DEPARTMENT

USGS Point of Contact

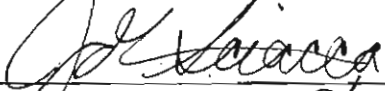
Customer Point of Contact

Name: Marsha Gipson
 Address: 2730 North Deer Run Road
 Carson City, Nevada 89701
 Telephone: 775-887-7626
 Email: mgipson@usgs.gov

Name: David Bruketta, Utility Manager
 Address: 3505 Butti Way
 Carson City, Nevada 89701
 Telephone: 775-283-7357
 Email: dbruketta@carson.org

Signature and Date

Signature and Date

Signature and Date: 
 Name: John Sciacca
 Title: Director
 Date: 8/6/13

Signature and Date: _____
 Name: _____
 Title: _____

"Exhibit A"

Form 9-1366

U.S. Department of the Interior
Geological Survey

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Agreement #: 14WSNV00500_00
Project #:
TIN #: 886000189
Fixed Cost YES
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Joint Funding Agreement

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**U.S. Geological Survey
United States
Department of the Interior**

CARSON CITY UTILITIES DEPARTMENT

USGS Point of Contact


Customer Point of Contact

Name: Marsha Gipson
 Address: 2730 North Deer Run Road
 Carson City, Nevada 89701
 Telephone: 775-887-7626
 Email: mgipson@usgs.gov

Name: David Bruketta, Utility Manager
 Address: 3505 Butti Way
 Carson City, Nevada 89701
 Telephone: 775-283-7357
 Email: dbruketta@carson.org

Signature and Date

Signature and Date

Signature and Date: 
 Name: John Sciacca
 Title: Director
 Date: 8/6/13

Signature and Date: _____
 Name: _____
 Title: _____



United States Department of the Interior

U.S. GEOLOGICAL SURVEY

PACIFIC REGION

NEVADA WATER SCIENCE CENTER

2730 N. Deer Run Road

Carson City, Nevada 89701

Phone: 775-887-7600; Fax: 775-887-7629

Website: <http://www.usgs.gov/>

August 6, 2013

Mr. Andrew Burnham
Director of Public Works
Carson City Utilities Department
3505 Butti Way
Carson City, NV 89701

Dear Mr. Burnham:

The Nevada Water Science Center (NVWSC) thanks you for your continued support of the streamflow monitoring program conducted cooperatively between the U.S. Geological Survey (USGS) and the Carson City Utilities Department (CCUD) to collect streamflow data in west-central Nevada (Enclosure 1). The total cost will be \$84,243 for continued operation and maintenance (O&M) of this program for the period of performance October 1, 2013 - September 30, 2014. CCUD's portion of the funds to support the cooperative program is \$48,050. Pending availability of Federal Matching Funds (FMF) from the Cooperative Water Program, the USGS contribution will be \$36,193.

Beginning in Federal fiscal year 2013 and continuing through this agreement, the USGS, under a new business practice, can no longer include the monies that pay for support benefits and services from headquarters in our annual Joint Funding Agreements. Federal funding levels provided in Item 2a of the Joint Funding Agreement only includes monies directly associated with the Cooperative Water Program at the Nevada Water Science Center (NVWSC) level. No additional costs will be incurred by CCUD resulting from this change in business practice.

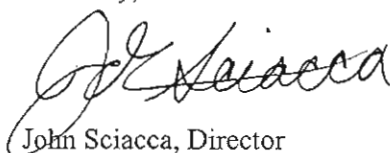
The following table lists the contributions from the CCUD and the USGS for Federal fiscal year 2014. As indicated on the table, the USGS portion for fiscal year 2014 reflects the difference in dollars resulting from the USGS new business practice described above.

<i>Agency Contribution</i>	<i>FY 2014</i>
USGS FMF	36,193
Carson City Utilities Department	<u>48,050</u>
Total	84,243

If you approve this work and the funding required, please sign the two enclosed Joint Funding Agreements. Return one signed original to our Agreement Contact (Enclosure 2) by September 30, 2013, so that we may provide your agency with uninterrupted, continuous data and research. Hydrographs and current information can be accessed from the Nevada Water Science Center (NWSC) homepage at: <http://nevada.usgs.gov/>.

Should you have questions regarding this work, agreement, or billing, please refer to the contact list at Enclosure 2. Any updates to contact information can be submitted to the following email drop box at: [GS-W-NV Programs@usgs.gov](mailto:GS-W-NV_Programs@usgs.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "John Sciacca". The signature is written in a cursive style with a large initial "J".

John Sciacca, Director
USGS, Nevada Water Science Center

Enclosures

cc: M. Gipson, S.N. Berris, USGS, NVWSC
GS-W-NV Finance, GS-W-NV Programs
Chron Cy

Enclosure 1

**Carson City Utilities Department Monitoring Program
Cooperative data-collection
(October 1, 2013 to September 30, 2014)**

Station Number	Station Name	Funding Structure		Total Funds
		CCUD	USGS*	
10311100	Kings Canyon Creek near Carson City	\$10,800.00	\$8,135.00	\$18,935.00
10311200	Ash Canyon Creek near Carson City	\$10,800.00	\$8,135.00	\$18,935.00
10311300	Eagle Valley Creek at Carson City	\$10,800.00	\$8,135.00	\$18,935.00
10336710	Marlette Lake near Carson City	\$5,800.00	\$4,369.00	\$10,169.00
10336715	Marlette Creek near Carson City	\$9,850.00	\$7,419.00	\$17,269.00
TOTAL		\$48,050.00	\$36,193.00	\$84,243.00

*USGS contributions are subject to availability of FY 2014 Federal matching funds

The O&M costs include maintaining the streamgaging equipment, making streamflow and water level measurements, computing streamflow, real-time monitoring, and data publication costs. Data will be disseminated in the on-line annual publication, 'U.S. Geological Survey Water-Resources Data -- Nevada'.

Enhancements are continuously being made to our internet web page to include pointers to all published historical data as well as a graphical representation of preliminary near real-time stage information for selected sites. For access to the USGS National home page: <http://water.usgs.gov/> or the USGS Nevada home page: <http://nevada.usgs.gov/>.

Hydrographs and current information can be accessed from the Nevada Water Science Center (NWSC) homepage at: <http://nevada.usgs.gov/>

Enclosure 2

POINTS of CONTACT
For
Joint Funding Agreement No. 14WSNV00500_00

USGS Nevada Water Science Center

2730 N. Deer Run Road
Carson City, NV 89701
Phone: 775-887-7600; FAX: 775-887-7629
DUNS #: 178930541

Technical Contact / Project Manager:

Marsha Gipson, Steve Berris
Phone: 775-887-7626 -7693
mgipson@usgs.gov, snberris@usgs.gov

Agreement Contact:

Linda McCord-Kolsky
Phone: 775-887-7602
GS-W-NV_Programs@usgs.gov

Executive Contact:

John Sciacca, Director
Phone: 775-887-7650

Billing Contacts:

Helen Houston, Budget Analyst;
2730 N. Deer Run Road
Carson City, NV 89701
Phone: 775-887-7605
GS-W-NV_Finance@usgs.gov

Carson City Utilities Department

3505 Butti Way
Carson City, NV 89701
Phone #: 775-887-2355; FAX: 775-887-2164
IID: 88-6000189

Technical Contact/Project Manager:

David Bruketta, Utility Manager
Phone: 775-283-7357
dbruketta@carson.org

Executive Contact:

Andrew Burnham, Director of Public Works
Phone: 775-887-2355

Billing Contact:

Cindy Gower
3505 Butti Way
Carson City, NV 89701
Phone: 775-887-2355