City of Carson City Agenda Report

Hem#43

Date Submitted: July 10, 2007	Agenda Date Requested: July 19, 2007 Time Requested: Consent Agenda
To: Mayor and Supervisors	
From: Parks and Recreation Department	
	o, a resolution approving an Interlocal Contract with provide \$80,000 in grant funding for various site Road River Access Area.
Subconservancy District to make site amenity, City property commonly known as the Morgan	nd received grant funding from the Carson Water river bank stabilization, and water quality improvements to a Mill Road River Access Area. Board of Supervisors City staff to hire a consultant team and begin the planning and
Type of Action Requested: (check one) () Resolution ((X) Formal Action/Motion ()) Ordinance) Other (Specify)
Does This Action Require A Business Impac	ct Statement: () Yes (X) No
	opt Resolution No, a resolution approving an econservancy District to provide \$80,000 in grant funding for organ Mill Road River Access Area.
the incorporation of the Carson River Aquatic is in the process of acquiring grant funds to im Aquatic Trail Plan. A critical component with Access Area. This proposed facility is an impelII section "put in" point along the water trail. riverbank stabilization, wildlife habitat improvement of the proposed facility is an impeliate to the proposed facility in the carson River Subcompared to the process of the process of the proposed facility is an imperior of the proposed facility in the proposed facility is an impeliate the process of the pr	Trial Plan into the Unified Pathways Master Plan. City staff aplement Phase 1 components identified in the Carson River with this plan are improvements to the Morgan Mill Road River ortant river rafting Class I section "take out" point and Class A number of improvements are planned at this site, including vements, flood plain reshaping, and recreational site amenities conservancy District will assist in funding site development documents, environmental permitting, and surveying costs.
Applicable Statute, Code, Policy, Rule or Re	egulation: NRS 277.180
Fiscal Impact: N/A	
	nterlocal Contract provides Carson City with funds to begin project site. In addition, this grant requires no City funding

Funding Source: N/A

match requirements to acquire these funds.

Alternatives: 1. Not approve the Interlocal Contract 2. Request City staff to make changes to the Interlocal Contract	
Supporting Material; Resolution Interlocal Contract DRAFT Site Development Plan	
Prepared By: Roger Moellendorf, Parks & Recreation Director	_ Date: <u>7 //0 / 07</u>
Reviewed By: Linda Ritter, City Manager	_ Date: <u>7 //0 / 07</u>
District Attorney's Office Tinane Tinane	_ Date:
Wavery Paulso Finance Board Action Taken:	
Motion:	Aye/Nay

(Vote Recorded By)

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KEO	ULU	JTION	NO.	 1	Ŀ,

A RESOLUTION ADOPTING AND APPROVING THE AGREEMENT TO
PERFORM MORGAN MILL ROAD STREAMBANK STABILIZATION, FLOOD
PLAIN MODIFICATION, AND INVASIVE WEED CONTROL PROJECTS
BETWEEN CARSON CITY AND
CARSON WATER SUBCONSERVANCY DISTRICT

WHEREAS, any two or more political subdivisions of the State of Nevada may enter into cooperative agreements for the performance of any governmental function pursuant to NRS 277.045; and

WHEREAS, NRS 277.045 provides that every such agreement must be by formal resolution or ordinance of the governing body of each political subdivision 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 agreement to perform Morgan Mill Road Streambank Stabilization, Flood Plain Modification, and Invasive Weed Control projects entered into between Carson City and Carson Water Subconservancy District desire to adopt and approve such agreement as required by NRS 277.045. A copy of the agreement is attached to this Resolution as Exhibit "A;" and

WHEREAS, all parties to the agreement to perform Morgan Mill Road Streambank Stabilization, Flood Plain Modification, and Invasive Weed Control projects entered into between Carson City and Carson Water Subconservancy District are political subdivisions of the State of Nevada.

NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of the agreement to perform Morgan Mill Road Streambank Stabilization, Flood Plain Modification, and Invasive Weed Control projects entered into between Carson City and Carson Water Subconservancy District are hereby adopted and approved; and

BE IT FURTHER RESOLVED that the agreement to perform Morgan Mill Road Streambank Stabilization, Flood Plain Modification, and Invasive Weed Control projects entered into between Carson City and Carson Water Subconservancy District 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 Water Subconservancy District.

Supervisor, the adopted this day of	, seconded by e foregoing Resolution was passed and, 2007 by the following vote:
AYES:	NAYS:
ABSENT:	ABSTAIN:
	Marv Teixeira, Mayor Carson City, Nevada
ATTEST:	
Alan Glover, Clerk/Recorder Carson City, Nevada	

CARSON WATER SUBCONSERVANCY DISTRICT

777 East William Street, Suite 110A Carson City, NV 89701 775/887-7450, fax 775/887-7457

June 22, 2007

Linda Ritter
Carson City Manager
City Hall Complex
201 N. Carson St., Ste. #2
Carson City, NV 89701

Re: Interlocal Contract Between CWSD and Carson City

Dear Ms. Ritter:

At our Board meeting on June 20, 2007, the CWSD Board of Directors approved Interlocal Contract #2207-6 between CWSD and Carson City for the Morgan Mill Project. I am enclosing two originals of this agreement for Mr. Teixeira and Ms. McLaughlin to sign. After they do so, please return one copy to us and retain the other for your files.

Call me if you have any questions. Thanks for your cooperation.

Sincerely,

Toni Leffler

Administrative Assistant

Jorn Seffler

Enclosures

INTERLOCAL CONTRACT

Addressing Funding From Subconservancy District
To Carson City for Morgan Mill Project

THIS CONTRACT dated this _____ day of ______, 2007, is entered into by and between CARSON CITY, a political subdivision of the State of Nevada and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

WITNESSETH:

WHEREAS, CARSON CITY is a governmental subdivision of the State of Nevada and therefore a public agency under NRS 277.100; and

WHEREAS, CWSD is a water subconservancy district created and organized under the provisions of Chapter 541 of NRS; and

WHEREAS, this Contract is entered into under the provisions of NRS 277.180 and accordingly must be ratified by appropriate official action of the governing body of each party as a condition precedent to its entry into force; and

WHEREAS, CARSON CITY is proposing to perform activities connected to the Morgan Mill Road Streambank Stabilization, Flood Plain Modification, and Invasive Weed Control projects; and described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, CWSD has agreed to set aside \$80,000.00 for fiscal year 2007-08 beginning July 1, 2007, and to grant CARSON CITY said amount in order to assist with the projects set forth in Exhibit "A".

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is mutually agreed by and between the parties as follow:

- CWSD hereby grants to CARSON CITY up to \$80,000.00 for fiscal year
 2007-08 beginning July 1, 2007, and to grant CARSON CITY said amount
 in order to assist with the projects set forth in Exhibit "A
- CARSON CITY will submit requests for funding periodically over the fiscal year. The request for funding shall be accompanied by a description of what the funds were used for and shall reference this Contract.
- CWSD commits to pay the approved amount of the request to CARSON
 CITY within four (4) weeks of said request.
- 4. CWSD shall have no responsibility for costs exceeding \$80,000.00.
- 5. This Contract shall terminate June 30, 2008, at which time CARSON CITY shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
- 6. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
- a. Consistent with paragraph 6 of this Contract, each party shall indemnify, hold harmless and defend, not excluding the others right to participate, the other party from and against all liability, claims, actions,

damages, losses, and expenses, including, but not limited to, reasonable attorneys 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 indemnity which would otherwise exist as to any party or person described in this paragraph.

- b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within thirty (30) days of the indemnified party's accrual notice of any actual or pending claim or cause of action. 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.
- 8. For invoicing and notice purposes, the address of each party is as follows:

CARSON CITY
Attn.: Roger Moellendorf
Director, Parks & Recreation
3303 Butti Way, Bldg. #9
Carson City, NV 89701
(775) 887-2363 x 1001

CWSD Attn.: Edwin James General Manager 777 E. William St., #110 Carson City, NV 89706 (775) 887-7456

- This Contract shall be by and between the parties hereto and shall not be assignable or transferable.
- 10. Any dispute regarding this Contract shall be decided according to the laws of the State of Nevada. If any part of this Contract is declared to be unlawful, any remaining obligations shall be deemed terminated.
- 11. This Contract may only be amended by consent of both parties. Any

- amendments must be written and executed with the same formality as this Contract.
- 12. This Contract constitutes the entire understanding between the parties and there are no representations, conditions, warranties or collateral agreements (expressed or implied), statutory or otherwise, with respect to the subject of this Contract.
- 13. This Contract becomes effective when it is ratified by the appropriate official action of the governing body of each party.
- 14. The parties hereto represent and warrant that the person executing this

 Contract on behalf of each party has full power and authority to enter into
 this Contract and that the parties are authorized by law to engage in

 cooperative action set forth herein.
- 15. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times and places.

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year first written above.

DATED:	DATED: 6/20/07
CARSON CITY	CARSON WATER SUBCONSERVANCY DISTRICT
Marv Teixeira, Mayor	Robert A. Milz, Chairman

EXHIBIT "A"

This project has three components: 1) streambank stabilization, 2) invasive weed control, and 3) flood plain modification by removal of existing soil berm and flood plain contouring. The streambank stabilization will occur upstream from the proposed concrete boat ramp and includes modification of a riverbank undercut with a 5-6 foot eroded bank. The undercut occurs on the outer edge of the Carson River and, over time, reulsts in further eroding of the riverbank. This project will modify and stabilize the existing topography to a gradual incline towards Morgan Mill Road. The invasive weed control will include mechanical and/or herbicide treatment to Tamarisk, Russian Olive, and Tall Whitetop. Currently, a large soil berm exists within the Carson River flood plain. The project will remove this soil mound and recontour the streambank to allow the Carson River to overflow into this new flood plain area during flood events. If awarded, the grant funds will be used for both design fees and construction costs.