Carson City Board of Supervisors Agenda Report

Date Submitted: July 20, 2012

Agenda Date Requested: August 2, 2012

Time Requested: Consent

To: Mayor and Supervisors

From: Public Works Department

Subject Title: For Possible Action: Approve the Interlocal Contract # 2012-14 between Carson Water Subconservancy District and Carson City for grant funds to construct improvements for the Waterfall Fire Watershed Improvements – Phase 4. (*Robert Fellows*)

Staff Summary: An Interlocal Contract between Carson Water Subconservancy District and Carson City will provide the City with grant funds to continue improvements to the Waterfall Fire Watershed Improvement Project.

Type of Action	Requested:	(check one)
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() Resolution (_X_) Formal Action/Motion	() Ordinance () Other (Specify)	
Does This Action Require A Busin	ness Impact Statement: () Yes (<u>X</u>) No

Recommended Board Action: I move to approve the Interlocal Contract # 2012-14 between Carson City and Carson Water Subconservancy District for funds to construct improvements for the Waterfall Watershed Improvements – Phase 4.

Explanation for Recommended Board Action: City Staff made a request for grant funds from Carson Water Subconservancy District to continue the Waterfall Watershed improvement project which consists of sediment and debris capture, infiltration and flood control. Reducing sediment from reaching the Carson River is a regional benefit to the watershed. Phase four will increase the size of basin 3 allowing more surface area and holding time for greater infiltration which benefit water quality for the river. And the basin will provide greater storage for flood control which will help reduce flooding downstream to and next to the river.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 277.180

Fiscal Impact: \$0.00

Explanation of Impact: The amount of \$55,500 will granted to the City for the project

Funding Source: Carson Water Subconservancy District

Alternatives: Not approve agreement and provide other direction

Supporting Material: Interlocal Contract #2012-14

Prepared By: Robert Fellows, Chief Stormwater Engineer

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Reviewed By	(Putolic Works Director)		Date:	7-29-12
	(City Manager)	_	Date:	1-24-12
	(Finance Director)	<u>t</u> _	Date:	7/24/12
	District Attorney)	-	Date:	7/24/12
Board Action	Taken:			Aye/Nay
Motion:		1)		
		2)		
		3)		
		4)		
		5)		
(Vote I	Recorded By)			

CONTRACT #2012-4

INTERLOCAL CONTRACT

Addressing Funding From Subconservancy District
To Carson City for Waterfall Emergency Protective Measures, Phase 4

THIS CONTRACT dated this ____ day of ______, 2012, 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, the Waterfall Fire Watershed Improvements consists of several phases, and Phases, 1, 2, and 3 have been completed; and

WHEREAS, CARSON CITY is proposing to perform activities connected to water quality and erosion control as Waterfall emergency protective measures, Phase 4; and described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, CWSD has agreed to set aside \$55,500.00 for fiscal year 2012-13 beginning July 1, 2012, 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 \$55,500.00 for fiscal year
 2012-13 beginning July 1, 2012, 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 \$55,500.00.
- 5. This Contract shall terminate June 30, 2013, 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.: Andy Burnham
Public Works Director
3505 Butti Way
Carson City, NV 89701
(775) 283-7367

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. Notwithstanding this Contract is initially executed by the CARSON CITY Manager and General Manager of CWSD, this Contract becomes effective when ratified by appropriate official action of the governing body of each party, and shall be deemed dated as of the later date of said official action.
- 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: 6/20/12
CARSON CITY	CARSON WATER SUBCONSERVANCY DISTRICT
Robert Crowell, Mayor	Coluck Roberts, Chairman
ATTEST:	ATTEST:
	Jonim Laffler
Kathleen King	Toni M. Leffler
Recording Secretary	Secretary to the Board

Exhibit "A"

Carson City Waterfall Fire Watershed Improvements, Phase 4

The project consists of expanding basin three of the Waterfall Fire Watershed Improvements to its final planned configuration which extends north to Ash Canyon Creek. Included with the basin are flow control structures that route storm run-off and flood flow to either Kings Canyon Creek drainage or back to Ash Canyon Creek drainage. The basin will be expanded from seven acre-feet to store approximately 15 acre-feet of water, construct one inlet, and possibly an additional outlet, provide erosion control. two acres of re-vegetation and related improvements.