Hem#4-3B

City of Carson City Agenda Report

Date Submitted: November 2, 2006

Agenda Date Requested: November 16, 2006

Time Requested: Consent Agenda

To:

Mayor and Supervisors

From: Public Works - Operations

Subject Title: Action to accept a grant from the Carson Water Subconservancy District (CWSD) in the amount of up to \$125,000.00 to assist Carson City with the restoration of several debris flow control structures that were impaired by the Waterfall Fire and subsequent flooding events.

Staff Summary: Staff recommends the acceptance of this grant to assist in the restoration of debris control structures located primarily on the west side of Carson City, that were impaired by the Waterfall Fire and subsequent flooding events.

Type of Action Requested: (check one)		
Resolution () Ordinance	e	
(XXX) Formal Action/Motion () Other (Sta	atus Report)	
Door This August Prince of the Control of the Contr		
Does This Action Require A Business Impact Statement:	() Yes (XX) No	

Recommended Board Action: I move to accept a grant from the Carson Water Subconservancy District (CWSD) in the amount of up to \$125,000.00 to assist Carson City with the restoration of several debris flow control structures that were impaired by the Waterfall Fire and subsequent flooding events.

Discussion: As a result of the Waterfall Fire and the following flood events, numerous debris flow control structures were severely impacted due to the movement of unstable soils and fire debris carried downstream by storm water. These structures must be restored to regain previous capacities throughout Carson City to capture sediment and debris, prior to another flood event. Carson City is responsible for 25% of the costs and FEMA will match 75% of the costs. The benefits of this project include:

- The reduction of erosion potentials to tributaries and Carson River,
- Control and mitigation of flooding and debris flow,
- Reduction of threats to the water system infrastructure, public and private property, and

Reduction of water quality impacts for surface water streams and river.

Fiscal Impact: Increase in revenues

Funding Source: CWSD

Explanation of Impact: Funding for project was approved in the FY 06/07 budget.

Alternatives: Do not approve; provide additional direction to staff.

Reviewed By: Andrew Burnham Date:			
Concurrences:	<u>.</u>	Date:/	1/7/06
A Colle	- /	Date: _//	· ·
Unde Hisundan	it .	Date: 11	17/06
Board Action Taken:			
Motion:	11		
	2)		Aye/Nay
(Vote Recorded By)			

Prepared By: Ken Arnold, Senior Public Works Operations Chief

BOSSubconservancyAquiferStorage102006.wpd

INTERLOCAL CONTRACT

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

THIS CONTRACT dated this _____ day of _______, 2006, 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 water quality and erosion control as Waterfall emergency protective measures; and described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, CWSD has agreed to set aside \$125,000.00 for fiscal year 2006-07 beginning July 1, 2006, 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 \$125,000.00 for fiscal year
 2006-07 beginning July 1, 2006, 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 \$125,000.00.
- 5. This Contract shall terminate June 30, 2007, 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.
- 7. 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.: Linda Ritter
City Manager
201 N. Carson St., Ste. #2
Carson City, NV 89701
(775) 887-2101

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

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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: 10/18/06
CARSON CITY	CARSON WATER SUBCONSERVANCY DISTRICT
Marv Teixeira, Mayor	Robert A. Milz, Chairman
ATTEST	ATTEST:
Kathryn McLaughlin Recording Secretary	Toni M. Leffler Secretary to the Board

CARSON WATER SUBCONSERVANCY DISTRICT REQUEST FOR FUNDING

APPLICANT:

Carson City Public Works Department

Name

3505 Butti Way

Address

Carson City

City

Carson County

NV State <u>89701</u> Zip Code

APPLICANT'S AGENT:

Andrew Burnham, Director

Name

3505 Butti Way

Address

Carson City City

Carson County NV State

<u>89701</u> Zip Code

PROJECT NAME: Carson City Waterfall Fire and Flood Restoration Project

PROJECT LOCATION: Primarily Carson City's west-side - Vicee, Ash, Kings, H Tributary and I Tributary and general areas throughout the city.

PROJECT DESCRIPTION: Briefly describe the project. Provide maps, drawings, photographs or other information. Additional sheets may be attached.

Several debris flow control features are to be restored to previous capacity throughout Carson City to capture sediment and debris.

FEMA is providing a 75 % match and Carson City is responsible for 25%.

PROJECT BENEFITS: Briefly describe the benefits to be realized if the project is implemented. Additional sheets may be attached.

Benefits would be:

- 1. Reduce erosion potentials to tributaries and Carson River.
- To control and mitigate flooding and debris flow.
- 3. To reduce threats to the water system infrastructure, public and private property.
- 4. To reduce water quality impacts for surface water streams and river.

TOTAL ESTIMATED PROJECT COST: \$4,800,000 AMOUNT REQUESTED FROM CWSD: \$200,000

SOURCE OF OTHER FUNDS: List all other sources of funds to be used to match funds requested from CWSD. List the provider of the matching funds and the amount requested from each provider.

FEMA - Approximately \$3,600,000

Carson City - \$1,200,000 less what becomes available from this grant.

ESTIMATED DATE PROJECT TO BEGIN: Project began January 2006 with Flood.

ESTIMATED TIME TO COMPLETE PROJECT: FEMA allows 6 months for remediation work to be completed. August 2006.

REQUIRED APPROVALS: List all permits, licenses and approvals, if any, that are required to complete the project. Provide the current status of each approval required. If approval has not been requested or is in progress, provide the estimated date on which approval can be expected. Additional sheets may be attached.

COE Regional Permit

Carson City Construction and Grading Permit

OTHER INFORMATION: Provide any other information that may be important to the approval of this application.

Work will be to restore Vicee Canyon recharge basins, Vicee Canyon detention basin, roadside ditches, remove debris from storm drain system throughout city, and other storm related issues.

SIGNED:

NAME:

DATE:

TITLE:

THE CARSON WATER SUBCONSERVANCY DISTRICT RESERVES THE RIGHT TO DENY ANY AND/OR ALL APPLICATIONS FOR FUNDING.