



**Is it currently budgeted?** Yes

**Explanation of Fiscal Impact:** If the Board approves this Interlocal contract, the revenue will be used to fund the Carson City Reuse Master Plan update. The additional \$75,000 will be budgeted from the Wastewater Professional Services Account / 5103201 500309; the available budget is \$250,000.

**Alternatives**

Do not approve the Interlocal Contract and provide alternative direction to staff.

**Attachments:**

[#2019-10 CWSD Contract - CC Reuse Master Plan.pdf](#)

**Board Action Taken:**

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

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

**INTERLOCAL CONTRACT**

Addressing Funding from Carson Water Subconservancy District for  
Carson City Reuse Master Plan

THIS CONTRACT dated this \_\_\_\_ day of \_\_\_\_\_, 2019, is entered into by and between Carson City, a political subdivision of the State of Nevada (hereinafter "CARSON CITY") and the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the State of Nevada (hereinafter "CWSD").

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 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, CWSD and CARSON CITY each possess common objectives and responsibilities with regard to the Carson River; and

WHEREAS, CARSON CITY has requested \$50,000.00 funding for fiscal year 2019-20 for Carson City Reuse Master Plan, and

WHEREAS, CWSD has agreed to set aside \$50,000.00 for the fiscal year beginning July 1, 2019, and to grant CARSON CITY said amount in order to assist with the Carson City Reuse Master Plan.

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

**1. CONTRACT SCOPE AND TERM:**

- a. CWSD hereby grants to CARSON CITY \$50,000.00 to assist with Carson City Reuse Master Plan which is further identified and described in Exhibit "A"; and
- b. CARSON CITY will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
- c. CWSD commits to pay the approved amount of the request to CARSON CITY within four (4) weeks of said request.

- d. CARSON CITY will submit Project Summary Reports **(See Exhibit "B")**, including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e. CWSD shall have no responsibility for costs exceeding \$50,000.00.
- f. This Contract shall terminate June 30, 2020 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.
- g. Notwithstanding any other provision of this Agreement, any obligation of CWSD hereunder is conditioned upon CWSD's funding resources. If for whatever reason the CWSD's funding resources are reduced or eliminated, CWSD reserves the right to terminate this Agreement immediately in writing. CWSD will reimburse CARSON CITY for all costs that occurred under this Agreement up to the date the Agreement is terminated.

## **2. LIMITED LIABILITY AND INDEMNIFICATION:**

- a. 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 the receipt of written notice of claim within thirty (30) days by the indemnified party. The hold harmless and indemnification provision shall not apply to attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.
- c. Prior to commencing the activities that constitute the Carson City Reuse Master Plan, CARSON CITY shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.
- d. The Parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. The contract liability of the Parties under this Agreement does not include punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this Agreement. The Parties agree that, in the event one Party is awarded attorney's fees against the other for any reason, the rate applied to recoverable attorney's fees shall not exceed the rate of \$125 per hour. The

liability of CWSD be shall be limited to the \$50,000 appropriated by CWSD for purposes of this Agreement.

**3. CARSON CITY shall provide CWSD insurance as follows:**

a. General Liability Insurance: Prior to commencement and for the duration of activities that constitute the Carson City Reuse Master Plan that is the subject of this Contract, CARSON CITY shall maintain commercial general liability (CGL) as follows:

- i. Two Million Dollars (\$2,000,000.00) - General Aggregate.
- ii. Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.
- iii. One Million Dollars (\$1,000,000.00) - Each Occurrence.
- iv. CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products- completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].
- v. CWSD, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, including coverage under the commercial umbrella, if any.
- vi. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to CWSD There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
- vii. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
- viii. CARSON CITY waives all rights against CWSD and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against CWSD with respect to any loss paid under the policy.

d. Business Automobile Liability Insurance:

- i. CARSON CITY shall maintain automobile liability and, if necessary,

commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.

- ii. Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.
- iii. CARSON CITY waives all rights against CWSD and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by CARSON CITY pursuant this Contract.

4. **NOTICE:** For invoicing and notice purposes, the address of each party is as follows:

CARSON CITY  
Attn.: Darren Schulz  
Public Works Director  
3505 Butti Way  
Carson City, NV 89701  
(775)283-7391

CWSD  
Attn.: Edwin James  
General Manager  
777 E. William St., #110  
Carson City, NV 89701  
(775) 887-7456

5. **MISCELLANEOUS:**

- a. This Contract shall be by and between the parties hereto and shall not be assignable or transferable.
- b. Any dispute regarding this Contract shall be decided according to the laws of the State of Nevada. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in Carson City. If any part of this Contract is declared to be unlawful, any remaining obligations shall be deemed terminated.
- c. 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.
- d. 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.
- e. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each Party is a public agency separate and distinct from the other Party. Nothing contained in this Agreement may be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, to convey

ownership of any asset, or to otherwise create any liability for one Party whatsoever with respect to the indebtedness, liabilities, and obligations of the other Party.

- f. The Parties agree to keep and maintain, under general accepted accounting principles, full, true and complete records, agreements, books, and documents pertaining to this Agreement, and at the request of the other Party agree to present, at any reasonable time, such records, agreements, books, and documents for inspection, examination, review, audit, and copying at any office where such records, agreements, books, and documents are maintained.
- g. Pursuant to NRS 239.010, information or documents, including this Agreement, may be open to public inspection and copying. The Parties will have the duty to disclose, unless particular information or documents are made confidential by law or a common law balancing of interest. To the extent that information or documents are made confidential, the Parties shall keep such information or documents confidential.
- h. This Agreement does not contemplate any transfer of property or ownership interest between the Parties and the Parties will each maintain ownership of their own facilities.
- i. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity.
- j. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
- k. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. 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 to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

**6. PROPER AUTHORITY:**

- a. This Contract becomes effective when ratified by appropriate official action of the governing body of each party; however, the CARSON CITY can submit expenses that have been incurred from July 1, 2019, forward.
- b. 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.

- c. 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: \_\_\_\_\_

CARSON CITY

CARSON WATER  
SUBCONSERVANCY DISTRICT

\_\_\_\_\_  
Robert Crowell, Mayor

\_\_\_\_\_  
Carl Erquiaga, Chairman

ATTEST:

ATTEST:

\_\_\_\_\_  
Aubrey Rowlatt, Clerk-Recorder

\_\_\_\_\_  
Catrina Schambra, Secretary to the Board

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## **EXHIBIT "A"**

Project to update Reuse Master Plan to understand the current and long-term issues related to reclaimed water reuse as Carson City continues to grow. Carson City last prepared a Reuse Master Plan Update in 2006.

This update will reexamine the water balance on current parameters and 20-year growth projections. Potential reuse sites and disposal methods including regional opportunities will be identified and analyzed for planning level costs. Data from recent sewer and water master planning efforts will be incorporated.

## Exhibit "B"

Project Summary Form				
<b>Project name</b>				
<b>Type of Project</b>				
<b>Map ID#</b>	<i>Per Stewardship Plan Maps if previously mapped</i>			
<b>Date Started</b>				
<b>Date Completed</b>				
<b>Location Details/Address</b>				
<i>Add Project #</i>	<b>Latitude</b>		<b>Longitude</b>	
<i>Add Project #</i>	<b>Latitude</b>		<b>Longitude</b>	
<i>Add Project #</i>	<b>Latitude</b>		<b>Longitude</b>	
<b>HUC</b>				
<b>Contact Person</b>				
<b>Primary Objective</b>	<i>(What will the project achieve? Was the objective achieved?)</i>			
<b>Area restored/stabilized</b>	<i>Add linear feet of project/acreage/an applicable measurable unit/material used (rock, plants, etc.)</i>			
<b>Estimated Load Reduction</b>	<i>Only if applicable</i>			
<b>Total Project Cost</b>	\$			
<b>Project Partners</b>	<i>List all partners</i>			

Tracking Updates and Milestones	
<b>Date</b>	<b>Activity</b>
<i>Add data and expand table/insert rows as required</i>	<i>Add data and expand table/insert rows as required</i>

**Project Photos:**

**Before construction:**

**After construction:**

**Title:** *Example Photos (replace with specific project)*

