

Item # 9B

**City of Carson City
Agenda Report**

Date Submitted: October 24, 2008

Agenda Date Requested: November 6, 2008

Time Requested: Consent Agenda

To: Mayor and Supervisors

From: Public Works - Operations

Subject Title: Action to accept funding from the Carson Water Subconservancy District (CWSD) in the amount of \$150,000.00 to assist Carson City with the development of a Regional Water Program Plan.

Staff Summary: Staff recommends the acceptance of this funding to develop a sustainable, reliable, cost-effective water resource management program. Due to the regional aspects of the City's Integrated Water Supply and Facility Plan and the Hydraulic Modeling work that is now underway with funding from EPA, the CWSD funding will be used as part of the City's required matching funds.

Type of Action Requested: (check one)
☐ Resolution ☐ Ordinance
☒ Formal Action/Motion ☐ Other

Does This Action Require A Business Impact Statement: ☐ Yes (XX) No

Recommended Board Action: I move to accept funding from the Carson Water Subconservancy District (CWSD) in the amount of \$150,000.00 to assist Carson City with the development of a Regional Water Program Plan.

Discussion: The purpose of this program is to develop a sustainable, reliable, cost-effective water resource management program that considers and plans for the regional benefits of water system interconnections and resource sharing with neighboring counties. The funding provided by CWSD will be used as a portion of the City's required match of \$391,418.00 for the \$478,400.00 in EPA grant funding (total of two grants) that was accepted by the Carson City Board of Supervisors.

Fiscal Impact: Increase of \$150,000.00 to Water Capital Fund

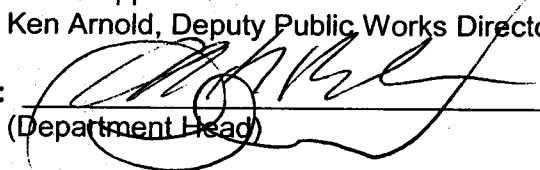
Funding Source: CWSD

Explanation of Impact: CWSD funds will off-set matching funds for EPA grant.

Alternatives: Do not approve.

Prepared By: Ken Arnold, Deputy Public Works Director

Reviewed By:


(Department Head)

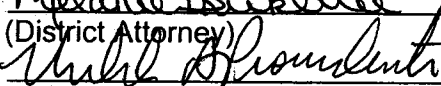
Date: 10-28-08

(City Manager)

Date: 10-28-08


(District Attorney)

Date: 10-28-08


(Finance Director)

Date: 10-28-08

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

CARSON WATER SUBCONSERVANCY DISTRICT

777 East William Street, Suite 110A

Carson City, NV 89701

775/887-7450, fax 775/887-7457

October 20, 2008

Ken Arnold, Deputy Director
Carson City Public Works
3305 Butti Way
Carson City, NV 89701

Re: Agreement Between CWSD and Carson City

Dear Mr. Arnold:

I am enclosing two originals of the Agreement #2008-11 between CWSD and Carson City for Carson City's Regional Water Program Planning which was approved by the CWSD Board of Directors on September 15, 2008. After your board approves the agreement, please have both copies signed, retain one for your files, and return one to us. The date upon which your board approves the agreement is the date which should be placed on the first page. Thanks for your cooperation.

Sincerely,



Toni Leffler
Administrative Assistant

Enclosures

INTERLOCAL CONTRACT

Addressing Funding From Subconservancy District
To Carson City for Carson City's Regional Water Program Planning

THIS CONTRACT dated this ____ day of _____, 2008, 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 Reclaimed Water Program Planning; and described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, CWSD has agreed to set aside \$150,000.00 for fiscal year 2008-09 beginning July 1, 2008, 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:

1. CWSD hereby grants to CARSON CITY up to \$150,000.00 for fiscal year 2008-09 beginning July 1, 2008, and to grant CARSON CITY said amount in order to assist with the projects set forth in Exhibit "A"
2. 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.
3. 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 \$150,000.00.
5. This Contract shall terminate June 30, 2009, 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.: Ken Arnold
Manager, Public Works Operations
3505 Butti Way
Carson City, NV 89701
(775) 887-2355 x-1003

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

9. 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.

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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: _____

CARSON CITY

Marv Teixeira, Mayor

ATTEST:

Darlene Rubin
Recording Secretary

DATED: 10/15/08

CARSON WATER
SUBCONSERVANCY DISTRICT


Gwen Washburn, Chairman

ATTEST:

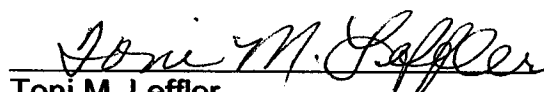

Toni M. Leffler
Secretary to the Board

EXHIBIT "A"

**CARSON WATER SUBCONSERVANCY DISTRICT
REQUEST FOR FUNDS**

APPLICANT: Carson City Public Works
3505 Butti Way
Carson City, NV 89701

APPLICANTS AGENT: Ken Arnold, Deputy Public Works Director
3505 Butti Way,
Carson City, NV 89701

PROJECT NAME: Carson City Regional Water Program Planning

PROJECT LOCATION: Carson River Drainage Area – Carson City, Douglas
and Lyon Counties

PROJECT DESCRIPTION: The project consists of a critical portion of a Water Model that will predict the regional movement of water through Douglas, Carson City and Lyon Counties.

PROJECT BENEFIT: The goal of the project is to properly utilize the region's water resources and conserve potable water resources. Specific objectives for the program are:

- Identify the infrastructure required to efficiently move water between Douglas, Carson City and Lyon counties.
- Normalize the use of river rights across multiple segments of the Carson River.
- Project the movement of water resources from west to east in Carson City, providing predictable blending scenarios. This will allow greater use of groundwater wells located on the west side of Carson City, to the east side, currently supplied by the river wells.

Carson City anticipates receiving approval for \$286,000 from EPA towards this effort. Carson City, at a minimum, will expend \$150,000 in time and materials.

AMOUNT REQUESTED FROM CWSD: \$150,000.00

CARSON WATER SUBCONSERVANCY DISTRICT

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Carson City, NV 89701

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