

Item # 9-4A

**City of Carson City  
Agenda Report**

**Date Submitted:** April 28, 2009

**Agenda Date Requested:** May 7, 2009  
**Time Requested:** Consent

**To:** Mayor and Supervisors  
**From:** Purchasing & Contracts

**Subject Title:** Action to adopt Resolution 2009-R-\_\_\_\_\_, a resolution by the Carson City Board of Supervisors providing for the Parks and Recreation Department to enter into an Interlocal Agreement with Nevada Department of Conservation and Natural Resources, Nevada Division of Forestry, Washoe County Tree Nursery for the harvesting and growing of wetland species to be planted at the Carson City Carson City Fairgrounds Urban Fishing Pond. (File 0809-222) (*Scott Fahrenbruch*)

**Staff Summary:** The Nevada Division of Forestry is the sole source with the knowledge and infrastructure to properly harvest, grow and install the wetland species required for the project. The Nevada Division of Forestry plans the initial planting of 5,000 wetland species in early fall 2009 and the second planting of 1,000 wetland species in spring 2010.

**Type of Action Requested:** (check one)  
 Resolution  Ordinance  
 Formal Action/Motion  Other (Specify)

**Does This Action Require A Business Impact Statement:**  Yes  No

**Recommended Board Action:** I move to adopt Resolution 2009-R-\_\_\_\_\_, a resolution by the Carson City Board of Supervisors providing for the Parks and Recreation Department to enter into an Interlocal Agreement with Nevada Department of Conservation and Natural Resources, Nevada Division of Forestry, Washoe County Tree Nursery for the harvesting and growing of wetland species to be planted at the Carson City Fairgrounds Urban Fishing Pond. (File 0809-222) (*Scott Fahrenbruch*)

**Explanation for Recommended Board Action:** Pursuant to NRS 227.180 Interlocal contracts.

1. Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform.
2. If it is reasonably foreseeable that a public agency will be required to:
  - (a) Expend more than \$25,000 to carry out a contract, the contract must:
    - (1) Set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties;
    - (2) Be ratified by appropriate official action of the governing body of each party to the contract as a condition precedent to its entry into force;

(3) If an agency of this State is a party to the contract, be approved by the Attorney General as to form and compliance with law; and

(4) Be in writing.

(b) Expend \$25,000 or less to carry out a contract, each participating public agency shall maintain written documentation of the terms of the contract for at least 3 years after the date on which the contract was entered into.

**Applicable Statue, Code, Policy, Rule or Regulation:** NRS 277.180

**Fiscal Impact:** \$9,480.00

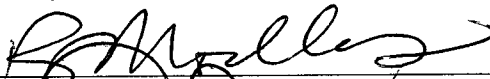

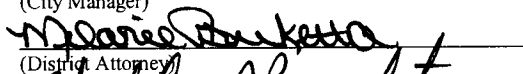
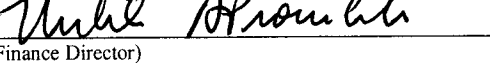
**Explanation of Impact:** If approved the below listed account could be reduced by \$9,480.00

**Funding Source:** 275-5017-452-7765 Urban Fishing Pond Grant Fund as provided in FY 0809

**Alternatives:** Not award the Agreement

**Supporting Material:** Resolution and Exhibit A

**Prepared By:** Sandy Scott, Purchasing & Contracts Coordinator

<b>Reviewed By:</b> <u></u>	Date: <u>4/28/09</u>
(Parks and Recreation)	
<u></u>	Date: <u>4/28/09</u>
(City Manager)	
<u></u>	Date: <u>4-28-09</u>
(District Attorney)	
<u></u>	Date: <u>4-28-09</u>
(Finance Director)	

**Board Action Taken:**

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

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

CARSON CITY BOARD OF SUPERVISORS  
RESOLUTION NO. 2009-R-\_\_\_\_\_

A RESOLUTION OF THE CARSON CITY BOARD OF SUPERVISORS PROVIDING FOR CARSON CITY TO ENTER INTO AN INTERLOCAL AGREEMENT WITH NEVADA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, NEVADA DIVISION OF FORESTRY, WASHOE COUNTY TREE NURSERY FOR THE HARVESTING, GROWING, AND INITIAL PLANTING OF WETLAND SPECIES FOR THE CARSON CITY FAIRGROUNDS URBAN FISHING POND.

*WHEREAS*, pursuant to NRS 277.180, any one or more public agencies may enter into interlocal contracts with any one or more other public agencies for the performance of any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

*WHEREAS*, Carson City is a political subdivision of the State of Nevada, and the Nevada Department of Conservation and Natural Resources, Nevada Division of Forestry, Washoe County Tree Nursery, is an agency of the State of Nevada; and

*WHEREAS*, NRS 277.180, provides that every such contract must be ratified by appropriate official action of the governing body of each party to the contract as a condition precedent to its entry into force; and

*WHEREAS*, NRS 277.180 also provides that every such contract must set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

*WHEREAS*, the parties to the interlocal contract for the harvesting, growing and initial planting of wetland species for the Carson City Fairgrounds Urban Fishing Pond desire to adopt and approve such contract as required by NRS 277.180. A copy of the interlocal contract is attached to this Resolution as Exhibit "A"; and

*WHEREAS*, the interlocal contract for the harvesting, growing and initial planting of wetland species for the Carson City Fairgrounds Urban Fishing Pond will allow Carson City to complete the Carson City Fairgrounds Urban Fishing Pond.

*NOW, THEREFORE, BE IT RESOLVED* that the terms and conditions of the interlocal contract for the harvesting, growing and initial planting of wetland species for the Carson City Fairgrounds Urban Fishing Pond are hereby adopted and approved; and

*BE IT FURTHER RESOLVED* that the interlocal contract for the harvesting, growing and initial planting of wetland species for the Carson City Fairgrounds Urban Fishing Pond 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 the Nevada Department of Conservation and Natural Resources, Nevada Division of Forestry, Washoe County Tree Nursery.

Upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, the foregoing Resolution was passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by the following vote:

AYES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
Robert Crowell, Mayor  
Carson City, Nevada

ATTEST:

\_\_\_\_\_  
Alan Glover, Clerk  
Carson City, Nevada

**INTERLOCAL AGREEMENT 0809-222**  
**INTERLOCAL AGREEMENT WITH NEVADA DIVISION OF FORESTRY FOR THE**  
**HARVESTING AND GROWING OF WETLAND SPECIES FOR THE CARSON CITY**  
**FAIRGROUNDS URBAN FISHING POND**

**THIS INTERLOCAL AGREEMENT**, made and entered into this 7<sup>th</sup> day of May, 2009, by and between the **STATE OF NEVADA**, Department of Conservation and Natural Resources, Division of Forestry, hereinafter referred to as "**NDF**"; and the City and County of Carson City, Nevada, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**".

**WITNESSETH:**

**WHEREAS**, the parties are authorized by Chapter 277 of the Nevada Revised Statutes to enter into agreements to perform any governmental service, activity or undertaking which any one or more of the agencies are authorized by law to perform; and

**WHEREAS**, **CITY** is conducting a project to establish an urban fishing pond at Carson City Fairgrounds ("Project") that requires specific wetland species;

**WHEREAS**, **NDF** is the sole source with the knowledge and infrastructure to properly harvest and grow the wetland species required for the Project; and

**WHEREAS**, **CITY** and **NDF** wishes to enter into this **AGREEMENT** pursuant to Chapter 277 of NRS in which **NDF** supplies the wetland species to **CITY** for the Project,

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

**NDF** agrees to provide for the initial planting phase of Five Thousand (5,000) wetland species at One Dollar and Fifty-Eight Cents (\$1.58) each in early fall of 2009, and the second planting phase of One Thousand (1,000) wetland species at One Dollar and Fifty Eight Cents (\$1.58) each in spring 2010 as described in Exhibit A to this Agreement.

**CITY** agrees to pay **NDF** the sum based upon time and materials for a not to exceed maximum amount of Nine Thousand, Four Hundred Eighty Dollars and No Cents (\$9,480.00) with Thirty Percent (30%) Two Thousand, Eight Hundred Forty-Four Dollars and No Cents (\$2,844.00) up front to cover the cost of materials.

The term of the contract shall be effective until June 30, 2010, unless sooner terminated.

All written notices required under this **AGREEMENT** shall be delivered to:

**NDF:** State of Nevada  
Department of Conservation and Natural Resources  
Nevada Division of Forestry  
Washoe County Tree Nursery

**INTERLOCAL AGREEMENT 0809-222**  
**INTERLOCAL AGREEMENT WITH NEVADA DIVISION OF FORESTRY FOR THE**  
**HARVESTING AND GROWING OF WETLAND SPECIES FOR THE CARSON CITY**  
**FAIRGROUNDS URBAN FISHING POND**

Sarah Haymond, Nursery Specialist III  
855 Eastlake Blvd  
Carson City, Nevada 89704  
775-849-0213  
[shaymond@forestry.nv.gov](mailto:shaymond@forestry.nv.gov)

**CITY:** Carson City Purchasing and Contracts  
Sandy Scott, Purchasing and Contracts Coordinator  
201 North Carson Street, Suite 3  
Carson City, Nevada 89701  
775-887-2133 ext 30137/FAX 775-887-2107  
[sscott@ci.carson-city.nv.us](mailto:sscott@ci.carson-city.nv.us)

Each respective party agrees to indemnify and hold harmless the other party to the extent provided by law, including but not limited to Nevada Revised Statute Chapter 41, from and against any liability arising out of the performance of the **AGREEMENT** proximately caused by any act or omission of its officers, agents and employees.

It is not intended, and this **AGREEMENT** shall not be construed, to provide any person or entity not a party to the **AGREEMENT** with any benefits or cause of action or to obligate the parties of this **AGREEMENT** to any entity or person not a party of this **AGREEMENT**.

If any action is required to enforce the provisions of this **AGREEMENT**, the breaching party shall pay all reasonable expenses of the non-breaching party incurred thereby, including but not limited to, attorney's fees, and interest at the legal rate.

The illegality or invalidity of any provision or portion of the **AGREEMENT** shall not affect the validity of any remaining provision.

The laws of the State of Nevada shall be applied in interpreting and construing this **AGREEMENT**.

This **AGREEMENT** shall constitute the entire understanding between the parties, and no modification shall be binding unless in writing and signed by all parties.

The failure of either party to perform any conditions required to be performed under this Agreement is a default. If a default occurs, the defaulting party shall be given a written notice within one week following the default, and specifying the default. At the expiration, no more than sixty (60) days following receipt of notice of default, the period granted by the non-defaulting party to cure the default, this **AGREEMENT** may be terminated at the option of the non-defaulting party. If the defaulting party cures a default within the time allowed, that party shall reimburse the non-defaulting party for any amount expended in connection with the cure.

The rights and remedies of parties set forth herein are in addition to any other right and remedy now and hereinafter provided by law. All rights and remedies shall be cumulative and not exclusive of each other. No delay or omission by a non-defaulting party in exercising a

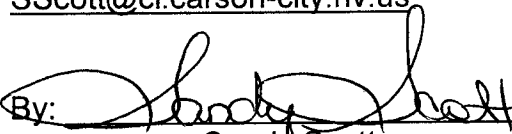
**INTERLOCAL AGREEMENT 0809-222**  
**INTERLOCAL AGREEMENT WITH NEVADA DIVISION OF FORESTRY FOR THE**  
**HARVESTING AND GROWING OF WETLAND SPECIES FOR THE CARSON CITY**  
**FAIRGROUNDS URBAN FISHING POND**

right or remedy shall exhaust or impair the same or constitute a waiver of non-acquiescence to a default. No waiver of a default shall extend to, or affect any other default or impair any right or remedy with respect thereto. No waiver of a default will be effective, unless it is in writing.

Neither party shall be deemed to be in violation of this agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control including, without limitation, strikes, acts of God, civil or military authority, act of public enemy, or accidents, fires, explosions, earthquakes, floods, winds, failure of public transportation, or any other similar serious cause beyond reasonable control of either party. 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 promptly to perform in accordance with the terms of the Agreement after the intervening cause ceases.

**IN WITNESS WHEREOF**, the parties have caused this **AGREEMENT** to be executed by the duly authorized representative of the day first written.


**CARSON CITY**  
Finance Director  
Attn: Sandy Scott, Purchasing &  
Contracts Coordinator  
201 North Carson Street Suite 3  
Carson City, Nevada 89701  
Telephone: 775-887-2133 ext. 30137  
Fax: 775-887-2107  
[SScott@ci.carson-city.nv.us](mailto:SScott@ci.carson-city.nv.us)

By:   
Sandy Scott

DATED 4-28-09

**CITY'S LEGAL COUNSEL**  
Neil A. Rombardo, District Attorney

I have reviewed this Contract and approve as to its legal form.

By:   
Deputy District Attorney for Thomas Tawler

DATED 4-28-09

**BY:** Roger Moellendorf, Director  
Carson City Parks and Recreation  
3303 Butti Way, Building 9  
Carson City, NV 89701  
Telephone: 775-887-2262  
Fax: 775-887-2145  
[RMollendorf@ci.carson-city.nv.us](mailto:RMollendorf@ci.carson-city.nv.us)

By: 

DATED 4/28/09

**INTERLOCAL AGREEMENT 0809-222**  
**INTERLOCAL AGREEMENT WITH NEVADA DIVISION OF FORESTRY FOR THE**  
**HARVESTING AND GROWING OF WETLAND SPECIES FOR THE CARSON CITY**  
**FAIRGROUNDS URBAN FISHING POND**

**STATE OF NEVADA**  
**Department of Conservation and Natural Resources**  
**Nevada Division of Forestry**  
**Washoe State Tree Nursery**

**BY:** Sarah Haymond  
**TITLE:** Nursery Specialist III  
**Address:** 855 Eastlake Boulevard  
**City:** Carson City **State:** Nevada **Zip Code:** 89704  
**Telephone:** 775-849-0213  
**E-mail Address:** shaymond@forestry.nv.gov

---

DATED \_\_\_\_\_