

City of Carson City
Agenda Report

Item # 9-3

Date Submitted: May 21, 2010

Agenda Date Requested: June 3, 2010

Time Requested: Consent Agenda

To: Mayor and Supervisors

From: Public Works Department

Subject Title: Action to adopt Resolution No. _____ a resolution approving and authorizing the Mayor to sign an amendment to the Joint Funding Agreement for Water Resource Investigations, Carson City and the U.S. Department of the Interior U.S. Geological Survey. (Ken Arnold)

Staff Summary: Adoption of the Resolution approving this amendment to the Joint Funding Agreement for Water Resource Investigations will reduce Carson City's cost from \$109,275 to \$105,925.

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

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

Recommended Board Action: I move to adopt Resolution No. _____ a resolution approving and authorizing the Mayor to sign an amendment to the Joint Funding Agreement for Water Resource Investigations, Carson City and the U.S. Department of the Interior U.S. Geological Survey.

Explanation of Recommended Board Action: As the Board is aware, the City has historically entered into an annual cost sharing agreement with the USGS to pay for monitoring, recording and maintenance of stream gauges that provide us with data to assist in our conjunctive water use program and maintaining compliance with the Alpine Decree. Under the current 2010 agreement Carson City is responsible for \$109,275. This amendment to the agreement will reduce Carson City's cost to \$105,925. This is due to the reduction of two gauging stations that do not provide essential data.

Staff anticipates further reductions in Carson City's cost for this service next year.

Fiscal Impact: Savings of \$3,350.00

Funding Source: N/A

Explanation of Impact: Savings to Water Fund

Alternatives: Do Not Approve

Supporting Material:

1. Resolution (Exhibit A)
2. Amendment to Agreement for Water Resources Investigations (Exhibit B)

Prepared By: Ken Arnold, Deputy Public Works Director

Reviewed By:  Andrew Burnham Date: 5-25-10

Concurrences:  Date: 5/25/10

Melanie Burkett Date: 5.25.10

Nancy Paulson Date: 5/25/10

Board Action Taken:

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

(Vote Recorded By)

RESOLUTION NO. _____

**RESOLUTION ADOPTING AND APPROVING AN AMENDMENT TO THE JOINT
FUNDING AGREEMENT FOR WATER RESOURCES INVESTIGATIONS BETWEEN
CARSON CITY AND U.S. DEPARTMENT OF THE INTERIOR U.S. GEOLOGICAL
SURVEY**

WHEREAS, any two or more public agencies may enter into cooperative agreements for the performance of any governmental function pursuant to NRS 277.080 to 277.180, inclusive; and

WHEREAS, NRS 277.110 provides that every such agreement must be by formal resolution or ordinance of the governing body of each public agency included and must be spread at large upon the minutes, or attached in full thereto as an exhibit, of each governing body; and

WHEREAS, the parties to the Amendment to the Joint Funding Agreement for Water Resource Investigations, Carson City and the U.S. Department of the Interior U.S. Geological Survey, desire to amend such agreement. A copy of the amendment is attached to this Resolution as Exhibit "A," and

WHEREAS, both parties to the Amendment of the Joint Funding Agreement for Water Resource Investigations, Carson City and the U.S. Department of the Interior U.S. Geological Survey are public agencies as defined by NRS 277.100; and

NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of the Amendment to the Joint Funding Agreement for Water Resource Investigations, Carson City and the U.S. Department of the Interior U.S. Geological Survey are hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Amendment to the Joint Funding Agreement for Water Resource Investigations, Carson City and the U.S. Department of the Interior U.S. Geological Survey 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 U.S. Department of the Interior U.S. Geological Survey.

Upon motion by Supervisor _____, seconded by
Supervisor _____, the foregoing Resolution was passed and adopted
this _____ day of _____, 2010 by the following vote:

AYES: _____ NAYS: _____

ABSENT: _____ ABSTAIN: _____

2010 Amendment to the USGS Joint Funding Agreement, continued;

Resolution No. _____

Robert L. Crowell, Mayor
Carson City, Nevada

ATTEST:

Alan Glover, Clerk
Carson City, Nevada

Form 9-1366
(Oct. 2005)

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement**

Customer #: NV009
Agreement #: 10W4NV00500.Mod1
Project #: 9705-00100
TIN #: 88-6000189
Fixed Cost Agreement ☒ Yes ☐ No

**FOR
WATER RESOURCES INVESTIGATIONS**

THIS AGREEMENT is entered into as of the 4th day of May, 2010, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Carson City Utilities Department, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation streamflow data collection activities in west-central Nevada, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$.

(a) \$107,600 by the party of the first part during the period
October 1, 2009 to September 30, 2010

(b) \$107,600 by the party of the second part during the period
October 1, 2009 to September 30, 2010

- (c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

- (d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

Form 9-1366
continued

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement

Customer #: NV009
Agreement #: 10W4NV00500.Mod1
Project #: 9705-00100
TIN #: 88-6000189

8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey
United States
Department of the Interior

CARSON CITY UTILITIES DEPARTMENT

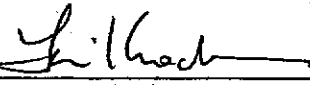
USGS Point of Contact

Name: Steve Berris
Address: 2730 N. Deer Run Rd.
Carson City, NV 89701
Telephone: 775-887-7693
Email: snberris@usgs.gov

Customer Point of Contact

Name: Ken Arnold
Address: 3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355 x1015
Email: karnold@ci.carson-city.nv.us

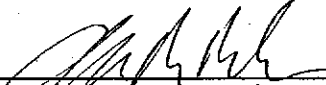
Signatures

By  Date 5/4/10
Name: Lari Knochenmus
Title: Acting Director, USGS, NWSC

By _____ Date _____
Name: _____
Title: _____

By _____ Date _____
Name: _____
Title: _____

Signatures

By  Date 5-25-10
Name: Andrew Burnham
Title: Development Services Director

By _____ Date _____
Name: Robert L. Crowell
Title: Mayor

By _____ Date _____
Name: _____
Title: _____



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
NEVADA WATER SCIENCE CENTER
2730 N. Deer Run Road
Carson City, Nevada 89701
Phone: 775-887-7600; Fax: 775-887-7629
Website: <http://www.usgs.gov/>



May 4, 2010

Andrew Burnham,
Development Services Director
Carson City Utilities Department
3505 Butti Way
Carson City, NV 89701

Dear Mr. Burnham:

This purpose of this correspondence is for a modification to Joint Funding Agreement (JFA) #10W4NV00500 for the monitoring program conducted cooperatively between the U.S. Geological Survey (USGS) and the Carson City Utilities Department (CCUD) for streamflow data collection activities in west-central Nevada for Federal fiscal year (FY) 2010, (October 1, 2009 to September 30, 2010). See table at Enclosure 1 for a breakdown of costs.

This modification is for a decrease in funding of \$3,350.00 for gaging stations at Vicee Canyon Creek and McCray's Canyon as of May 1, 2010. The revised cost for operation and maintenance (O&M) of program activities for FY10 is now \$215,200. Cost for this program to each, the USGS and the Carson City Utilities Department is now \$107,600.00.

If you approve this modification, please sign the two enclosed JFA modification forms and return one signed original to our Financial Specialist so we may process this decrease prior to our next quarterly billing cycle at the end of June.

Should you have questions regarding this work, agreement modification, or billing, see the contact list at Enclosure 2.

Sincerely,

Lari Knochenmus
Acting Director, USGS, Nevada Water Science Center

Enclosures

cc: Chron/File Cys

SNB:lmk

Enclosure 1

**Carson City Utilities Department Revised Monitoring Program.
Cooperative Data-Collection Program
(October 1, 2009 to September 30, 2010)**

Station Number	Station Name	Funding Structure		Total Funds
		Carson City	USGS*	
10310500	Clear Creek near Carson City	\$5,200.00	\$5,200.00	\$10,400.00
10310447	Ambrosetti Pond Gage	\$4,625.00	\$4,625.00	\$9,250.00
10310448	Ambrosetti Pond Outlet Gage	\$9,450.00	\$9,450.00	\$18,900.00
10311089	North Fork Kings Canyon Crk Diverson nr Carson City	\$9,450.00	\$9,450.00	\$18,900.00
10311090	North Fork Kings Canyon Crk nr Carson City	\$9,450.00	\$9,450.00	\$18,900.00
10311100	Kings Canyon Creek near Carson City	\$10,400.00	\$10,400.00	\$20,800.00
10311200	Ash Canyon Creek near Carson City	\$10,400.00	\$10,400.00	\$20,800.00
10311260	Vicee Canyon Creek at Carson City (Six week msmts. & events)	\$1,930.00	\$1,930.00	\$3,860.00
10311300	Eagle Valley Creek at Carson City	\$10,400.00	\$10,400.00	\$20,800.00
10311400	Carson River at Deer Run Road near Carson City ¹	\$9,450.00	\$9,450.00	\$18,900.00
10336710	Marlette Lake near Carson City	5,575.00	5,575.00	\$11,150.00
10336715	Marlette Creek near Carson City	\$9,450.00	\$9,450.00	\$18,900.00
10348460	Franktown Creek near Carson City	\$10,400.00	\$10,400.00	\$20,800.00
10348480	McCray's Canyon measurement (quarterly)	\$1,420.00	\$1,420.00	\$2,840.00
TOTAL		107,600.00	107,600.00	\$215,200.00

¹ DCP funded by the Carson Water Subconservancy District.

*USGS contributions are subject to availability of FY 2010 Federal matching funds

NOTE: We continue to make enhancements to our internet web page that includes pointers to all published historical data as well as a graphical representation of preliminary near real-time stage information for selected sites. You can gain access to the USGS National home page at <http://water.usgs.gov/> or the Nevada home page at <http://nevada.usgs.gov/>.

POINTS of CONTACT:

USGS Nevada Water Science Center	Carson City Utilities Department
2730 N. Deer Run Road Carson City, NV 89701 Phone #: 775-887-7600 FAX #: 775-887-7629 DUNS #: 178930541	3505 Butti Way Carson City, NV 89701 Phone #: 775-887-2355 FAX # 775-887-2164 TID: 88-6000189
<u>Technical Contact / Project Manager:</u> Steve Berris Phone #: 775-887-7693 snberris@usgs.gov	<u>Technical Contact/Project Manager:</u> Ken Arnold, Operations Manager Phone #: 775-887-2355, Ext. 1015 karnold@ci.carson-city.nv.us
<u>Executive Contact:</u> Lari Knochenmus, Acting Director Phone #: 775-887-7613	<u>Executive Contact:</u> Andrew Burnham, Development Services Dir. Phone #: 775-887-2355
<u>Billing Contacts:</u> Linda M-Kolsky, Financial Specialist Helen Houston, Budget Analyst; 2730 N. Deer Run Road Carson City, NV 89701 Phone #: 775-887-7602, -7605 FAX #: 775-887-7629 lmkolsky@usgs.gov , hhouston@usgs.gov	<u>Billing Contact:</u> Cindy Gower 3505 Butti Way Carson City, NV 89701 Phone #: 775-887-2355 FAX # 775-887-2164

Form 9-1366
(Oct. 2005)

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement**

Customer #: NV009
Agreement #: 10W4NV00500
Project #: 9705-00100
TIN #: 88-5000189
Fixed Cost Agreement ☒ Yes ☐ No

Page 1 of 2

**FOR
WATER RESOURCES INVESTIGATIONS**

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2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$.

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Form 9-1366
(Oct. 2005)

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement**

Customer #: NV009
Agreement #: 10W4NV00600
Project #: 9705-00100
TIN #: 88-6000188
Fixed Cost Agreement ☒ Yes ☐ No

Page 1 of 2

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WATER RESOURCES INVESTIGATIONS**

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Form 9-1366
continued

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement

Customer #: NV009
Agreement #: 10W4NV00500
Project #: 8705-00100
TIN #: 88-6000189

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U.S. Geological Survey
United States
Department of the Interior

CARSON CITY UTILITIES DEPARTMENT

USGS Point of Contact

Name: Steve Berris
Address: 2730 N. Deer Run Rd.
Carson City, NV 89701
Telephone: 775-887-7693
Email: snberris@usgs.gov

Customer Point of Contact

Name: Ken Arnold
Address: 3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355 x1015
Email: karnold@ci.carson-city.nv.us

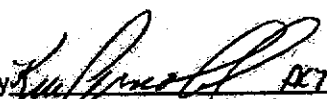
Signatures

By:  Date: 8/31/2009
Name: Kimball E. Goddard
Title: Director, USGS, NWSC

By: _____ Date: _____
Name: _____
Title: _____

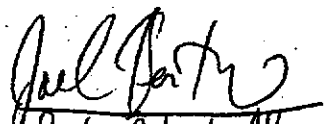
By: _____ Date: _____
Name: _____
Title: _____

Signatures

By:  Date: 9/17/09
Name: Andrew Burnham
Title: Development Services Director

By:  Date: 9.17.09
Name: Robert L. Crowell
Title: Mayor

By:  Date: 9.17.09
Name: Alan Glover
Title: _____

By:  Date: 9/22/2009
Name: Joel Porty
Title: Deputy District Attorney

(2)