

**City of Carson City
Agenda Report**

Date Submitted: August 21, 2012

Agenda Date Requested: September 6, 2012

Time Requested: Consent

To: Mayor and Supervisors

From: Public Works

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

Staff Summary: Adoption of the Resolution approving this agreement will allow continuation for receiving critical stream flow data. This data is essential for Public Works to properly utilize surface water rights, plan and monitor the conjunctive use program and maintain compliance with the Alpine Decree. Carson City's share of the cost is \$48,050.

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

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

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

Explanation for Recommended Board Action. 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. Carson City's 50% share of the program cost is \$48,050.

Applicable Statue, Code, Policy, Rule or Regulation: NA

Fiscal Impact: \$48,050.00

Explanation of Impact: Funding provided for in FY 2012/2013

Funding Source: 520-3502-435.03-72 U.S.G.S. Stream Monitor

Alternatives: Direct staff otherwise.

Supporting Material: Resolution (Exhibit A), Agreement for Water Resources Investigations (Exhibit B)

Prepared By: Thomas Guinn, Utility Manager

Reviewed By:

(Department Head)

(City Manager)

(District Attorney)

(Finance Director)

Date:

8/28/12

Date:

8/28/12

Date:

8/28/12

Date:

8/28/12

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

RESOLUTION NO. _____

**RESOLUTION ADOPTING AND APPROVING A 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 Joint Funding Agreement for Water Resource Investigations, Carson City and the U.S. Department of the Interior U.S. Geological Survey, desire to adopt and approve such agreement as required by NRS 277.110. A copy of the agreement is attached to this Resolution as Exhibit "B"; and

WHEREAS, both parties to 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 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 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 2012 by the following vote:

AYES: _____ NAYS: _____

ABSENT: _____ ABSTAIN: _____

2012 USGS Joint Funding Agreement, continued;

Resolution No. _____

Robert L. Crowell, Mayor
Carson City, Nevada

ATTEST:

Alan Glover, Clerk
Carson City, Nevada



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/>

August 20, 2012

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

Dear Mr. Burnham:

The Nevada Water Science Center (NVWSC) thanks you for your continued support of the streamflow monitoring program conducted cooperatively between the U.S. Geological Survey (USGS) and the Carson City Utilities Department (CCUD) to collect streamflow data in west-central Nevada (Enclosure 1). The total cost will be \$84,243 for continued operation and maintenance (O&M) of this program for the period of performance October 1, 2012 - September 30, 2013. CCUD's portion of the funds to support the cooperative program is \$48,050. Pending availability of Federal Matching Funds (FMF) from the Cooperative Water Program, the USGS contribution will be \$36,193.

As specified on previous Joint Funding Agreements (JFAs), the USGS has contributed up to 50% percent of the gage costs (matching funds). The ability of the NVWSC to contribute Federal funds is through enabling legislation of the Cooperative Water Program. Historically, a portion of the USGS funds (about 25% in 2012) has been used to pay for support benefits and services provided by the USGS at the national level.

Beginning in Federal fiscal year 2013, the USGS under a new business practice can no longer include the monies that pay for support benefits and services from headquarters in our annual Joint Funding Agreements. Instead, Federal funding levels provided in Item 2a of the Joint Funding Agreement only include monies directly associated with the Cooperative Water Program at the NVWSC level. This change 1) will decrease the on-paper USGS Cooperative Water Program contribution and total cost for a gage; 2) will not decrease the overall expense for the NVWSC to conduct the work; 3) will not diminish the benefits, services, and high quality provided by the Center through the USGS Cooperative Water Program; and 4) will not diminish the level of support benefits and service provided by headquarters, such as those associated with database management, quality assurance and control, technical training and review, and science support. No additional costs will be incurred by CCUD resulting from this change in business practice. We thank you for your understanding and cooperation in our efforts to meet the new business requirement nationally mandated by the USGS.

If you approve this work and the funding required, please sign the two enclosed JFAs and return one signed original to our Agreement Contact (Enclosure 2) by September 30, 2012, so that we may provide your agency with uninterrupted, continuous data and research.

Should you have any questions regarding this agreement, see Enclosure 2 for contact information. Any updates in your contact information can be emailed to GS-W-NV Programs@usgs.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lari Knochenmus', with a long horizontal stroke extending to the right.

Lari Knochenmus, Acting Director
USGS, Nevada Water Science Center

Enclosures

cc: M. Gipson, S.N. Berris, USGS, NVWSC
GS-W-NV Finance, GS-W-NV Programs
Chron Cy

Enclosure 1

**Carson City Utilities Department Monitoring Program
Cooperative data-collection
(October 1, 2012 to September 30, 2013)**

Station Number	Station Name	Funding Structure		Total Funds
		CCUD	USGS*	
10311100	Kings Canyon Creek near Carson City	\$10,800.00	\$8,135.00	\$18,935.00
10311200	Ash Canyon Creek near Carson City	\$10,800.00	\$8,135.00	\$18,935.00
10311300	Eagle Valley Creek at Carson City	\$10,800.00	\$8,135.00	\$18,935.00
10336710	Marlette Lake near Carson City	\$5,800.00	\$4,369.00	\$10,169.00
10336715	Marlette Creek near Carson City	\$9,850.00	\$7,419.00	\$17,269.00
TOTAL		\$48,050.00	\$36,193.00	\$84,243.00

*USGS contributions are subject to availability of FY 2013 Federal matching funds

The O&M costs include maintaining the streamgaging equipment, making streamflow measurements, computing streamflow, real-time monitoring, and data publication costs. Data will be disseminated in the on-line annual publication, 'U.S. Geological Survey Water-Resources Data -- Nevada'.

Enhancements are continuously being made to our internet web page to include pointers to all published historical data as well as a graphical representation of preliminary near real-time stage information for selected sites. For access to the USGS National home page: <http://water.usgs.gov/> or the USGS Nevada home page: <http://nevada.usgs.gov/>.

Hydrographs and current information can be accessed from the Nevada Water Science Center (NWSC) homepage at: <http://nevada.usgs.gov/>

POINTS of CONTACT For Joint Funding Agreement No. 13WSNV00500_00	
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 <u>Technical Contact / Project Manager:</u> Marsha Gipson, Steve Berris Phone #: 775-887- 7626 -7693 mgipson@usgs.gov , snberris@usgs.gov <u>Director's Office Agreement Contact:</u> Linda McCord-Kolsky Phone: 775-887-7602 GS-W-NV_Programs@usgs.gov <u>Executive Contact:</u> John Sciacca, Director Phone #: 775-887-7650 <u>Billing Contacts:</u> Helen Houston, Budget Analyst; 2730 N. Deer Run Road Carson City, NV 89701 Phone: 775-887-7605 FAX #: 775-887-7629 GS-W-NV_Finance@usgs.gov	3505 Butti Way Carson City, NV 89701 Phone #: 775-887-2355 FAX # 775-887-2164 TID: 88-6000189 <u>Technical Contact/Project Manager:</u> Thomas Guinn, P.E., Utility Manager Phone #: 775-887-2355, Ext. 7389 tguinn@carson.org <u>Executive Contact:</u> Andrew Burnham, Public Works Director Phone #: 775-887-2355 <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 #: 6000000350
Agreement #: 13WSNV00500_00
Project #:
TIN #: 88-6000189; DUNS:
073787152
Fixed Cost Agreement ☒ Yes ☐ No

Page 1 of 2

**FOR
WATER RESOURCES INVESTIGATIONS**

THIS AGREEMENT is entered into as of the 20th day of August, 2012, 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) \$36,193 by the party of the first part during the period
October 1, 2012 to September 30, 2013

(b) \$48,050 by the party of the second part during the period
October 1, 2012 to September 30, 2013

(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 #: 6000000350
Agreement #: 13WSNV00500_00
Project #:
TIN #: 88-6000189; DUNS:
073787152

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 DISTRICT

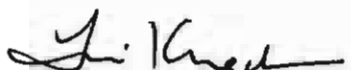
USGS Point of Contact

Name: Marsha Gipson
Address: 2730 N. Deer Run Rd.
Carson City, NV 89701
Telephone: 775-887-7626
Email: mgipson@usgs.gov

Customer Point of Contact

Name: Thomas Guinn, P.E., Utility Manager
Address: 3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355 x7389
Email: tguinn@carson.org

Signatures

By  Date 8/20/12
Name: Lari Knochenmus
Title: Acting Director

By _____ Date _____
Name: _____
Title: _____

By _____ Date _____
Name: _____
Title: _____

Signatures

By _____ Date _____
Name: _____
Title: _____

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U.S. Geological Survey
United States
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CARSON CITY UTILITIES DISTRICT

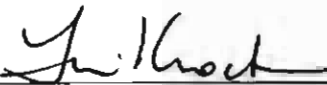
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Signatures

By  Date 8/20/12
Name: Lari Knochenmus
Title: Acting Director

Signatures

By _____ Date _____
Name: _____
Title: _____

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