

**Carson City Board of Supervisors
Agenda Report**

Date Submitted: April 5, 2013

Agenda Date Requested: April 18, 2013

Time Requested: Consent

To: Mayor and Supervisors

From: Public Works

Subject Title: For Possible Action: To adopt Resolution No. _____ and approve an interlocal agreement between Carson City and the Nevada Tahoe Conservation District for the purpose of stormwater management planning assistance. (Robert Fellows)

Staff Summary: Carson City and the Nevada Tahoe Conservation District wish to enter into an interlocal agreement for stormwater management planning. The Nevada Tahoe Conservation District has the knowledgeable staff and experience to assist Carson City with erosion, sedimentation and natural resource management issues.

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 No. _____ and approve an interlocal agreement between Carson City and the Nevada Tahoe Conservation District for the purpose of providing stormwater management planning support.

Explanation for Recommended Board Action: The Nevada Tahoe Conservation District has staff that can provide beneficial activities in relation to erosion, sedimentation or natural resource management. Also their staff will provide engineering and hydrology support to assist with desired tasks which can include review, comment and recommendations regarding Low Impact Development opportunities, mapping and infrastructure connection to pollutant loading models, wetland and infiltration system effectiveness or enhancement, stream restoration opportunities or other such items as best needed to support the City.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 277.100, NRS 277.180

Fiscal Impact: \$5,000

Explanation of Impact: N/A

Funding Source: Stormwater Utility Fund

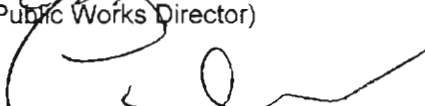
Alternatives: Do not adopt the resolution.

Supporting Material: Interlocal Agreement

Prepared By: Robert Fellows, Chief Stormwater Engineer

Reviewed By: 
(Public Works Director)

Date: 4-8-13


(City Manager)

Date: 4/8/13


(Finance Director)

Date: 4/9/13


(District Attorney)

Date: 4/9/13

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

3) _____

4) _____

5) _____

(Vote Recorded By)

RESOLUTION NO. _____

A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL AGREEMENT BETWEEN CARSON CITY, A CONSOLIDATED MUNICIPALITY OF THE STATE OF NEVADA, AND THE NEVADA TAHOE CONSERVATION DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA, FOR THE PURPOSE OF PROVIDING STORMWATER MANAGEMENT PLANNING ASSISTANCE , AND OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, NRS 277.180 authorizes any one or more public agencies to 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 agreement is authorized by law to perform; and

WHEREAS, the Carson City desires to obtain assistance from the Nevada Tahoe Conservation District in stormwater management planning and associated tasks; and

WHEREAS, the Nevada Tahoe Conservation District desires to give assistance to Carson City for stormwater management planning; and

NOW, THEREFORE, BE IT RESOLVED, that the terms and conditions of the Interlocal Agreement, for the purpose of providing stormwater management planning assistance, is hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Interlocal Agreement, for the purpose of providing stormwater management planning assistance, shall be attached in full thereto, and that a copy of this Resolution and two signed Agreements shall be sent to the Nevada Tahoe Conservation District.

Upon motion by Supervisor _____, seconded by
Supervisor _____, the foregoing Resolution was passed
and adopted this 18th day of Aril, 2013 by the following vote.

VOTE: AYES:

NAYS:

ABSENT:

ABSTAIN:

Robert Crowell, Mayor

ATTEST

Alan Glover, Clerk
Carson City, Nevada

INTERLOCAL AGREEMENT
BETWEEN
CARSON CITY, NEVADA
AND
THE NEVADA TAHOE CONSERVATION DISTRICT

This Interlocal Agreement ("Contract") is made by and between Carson City (the "City"), a political subdivision of the State of Nevada, and the Nevada Tahoe Conservation District ("NTCD"), a political subdivision of the State of Nevada and organized under the provisions of N.R.S. Chapter 548.

RECITALS

WHEREAS, the parties are public agencies pursuant to N.R.S. 277.100 and N.R.S. 277.180(1) provides that 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 contracting agencies is authorized by law to perform; and

WHEREAS, each party is authorized by the laws of the State of Nevada to perform or undertake governmental functions and responsibilities as separate legal entities; and

WHEREAS, the City and NTCD will be able to provide more effective and efficient services by entering into the Contract.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **EFFECTIVE DATE OF CONTRACT AND TERM.** The term of the Contract shall commence upon approval of the Contract by the governing boards of both parties and will expire 31th December, 2014, unless terminated in accordance with Paragraph 4 of the Contract.
2. **SERVICES PROVIDED.** The services to be provided by NTCD include general support of the District when mutually beneficial to each other at an administrative level as well as an additional 40 hours of NTCD professional staff assistance to

work with the City on stormwater management issues such as modeling, planning and other tasks as identified by the City's staff.

3. **PAYMENT FOR SERVICES.** The payment for services is \$5,000.
4. **TERMINATION OF CONTRACT.** Either party may revoke the Contract without cause, provided only that a revocation shall not be effective until 30 days after the terminating party has served written notice upon the other party. The notice of termination may provide for the termination of all or only some of the services provided by NTCD to Carson City.
5. **CONFORMITY WITH CITY POLICIES.** The NTCD is entering into a contract with Carson City's Public Works Department and will comply with the requirements of this department.
6. **CONSTRUCTION OF CONTRACT.** The Contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding the Contract shall be resolved by binding arbitration, with an arbiter to be selected from a list of senior judges maintained by the Nevada Supreme Court of senior judges, with both parties to pay an equal share of the expenses charged by the senior judge and any other related court fees. Each party is responsible for their own attorney's fees. There shall be no presumption for or against the drafter in interpreting or enforcing the Contract.
7. **COMPLIANCE WITH APPLICABLE LAWS.** NTCD shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract.
8. **INDEMNIFICATION.** Each party agrees to indemnify and hold the other party harmless to the fullest extent allowed by law, including, but not limited to, the provisions of Nevada Revised Statutes Chapter 41, from and against any liability relating to or arising from the performance of the Contract proximately caused by any act or omission of its own officers, agents, or employees.
9. **SEVERABILITY.** The illegality or invalidity of any provision or portion of this contract shall not affect the validity of the remainder of the contract.
10. **NON-APPROPRIATION OF FUNDS.** All payments and services provided under this contract are contingent upon the availability of the necessary public funding. In the event that Carson City does not receive the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate.
11. **ASSIGNMENT.** The parties will neither assign, transfer nor delegate any of the rights, obligations or duties conferred pursuant to the terms of the Contract except in a writing signed by both parties. The Contract shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

12. **ENTIRE CONTRACT.** The Contract constitutes the full and final contract between the parties and shall not be modified except in writing and signed by both parties.
13. **NOTICE.** All written notices under the Contract shall be mailed or hand delivered to the following officials at the addresses stated below:

Andy Burnham, Public Works Director
Carson City Public Works Department
3505 Butti Way,
Carson City, Nevada 89701

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Contract between Carson City and the Nevada Tahoe Conservation District to be executed.

On behalf of and with authority to sign for
Carson City:

On behalf of and with authority to sign for
Nevada Tahoe Conservation District:

By: _____
Robert Crowell, Mayor (Date)

By: _____
Glen Smith, Chair (Date)

Attest:

Alan Glover (Date)
Carson City Clerk

ATTACHMENT A

SCOPE OF WORK NEVADA TAHOE CONSERVATION DISTRICT STORMWATER MANAGEMENT PLANNING ASSISTANCE

Carson City, Nevada (City) requires assistance from the Nevada Tahoe Conservation District (NTCD) for Stormwater Management Support

Specific tasks required to be performed as a part of this project are as follows:

TASK 1) *Provide Technical Support:* As requested by the City, NTCD shall deliver 40 hours of engineering and hydrology support to the City as directed to assist with desired tasks which can include review, comment and recommendations regarding Low Impact Development opportunities, mapping and infrastructure connection to pollutant loading models, wetland and infiltration system effectiveness or enhancement, stream restoration opportunities or other such items as best needed to support the City.

Deliverables: notes and recommendations as appropriate

Compensation: \$2,000 paid after completion of work

TASK 2) *Community Assistance:* The City will assist NTCD with funding for general purposes to provide funds for the NTCD's daily activities, of which some include mutually beneficial activities to both the City and NTCD in relation to erosion, sedimentation or natural resource management.

Deliverables: None

Compensation: \$3,000, immediately in lump sum

TASK 3) *Other Tasks as Assigned:* NTCD and the City may agree to future projects, support roles or actions as a result of the work completed above. At such time a detailed work plan shall be developed and approved by each party

Deliverables: N/A

Compensation: N/A