

**City of Carson City
Agenda Report**

Date Submitted: May 23, 2014

Agenda Date Requested: June 5, 2014

Time Requested: Consent

To: Mayor and Supervisors

From: Public Works

Subject Title: Action to adopt Resolution No.____, a resolution approving and authorizing the Mayor to sign an Interlocal Agreement by and between Carson City and Carson Water Subconservancy District (CWSD), which provides for CWSD to provide funding for the Douglas County/Carson City Waterline Intertie Project. (Schulz).

Staff Summary: This agreement provides for CWSD to provide funding to Carson City in the amount of \$180,000 for the Douglas County/Carson City Waterline Intertie Project.

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

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 Interlocal Agreement by and between Carson City and Carson Water Subconservancy District (CWSD), which provides for CWSD to provide funding for the Douglas County/Carson City Intertie Project.

Explanation for Recommended Board Action: Carson City recently awarded a bid for construction of a water main connection between Douglas County and Carson City in Vista Grande Blvd situated near COSTCO. The Carson Water Subconservancy District has agreed to fund \$180,000 of the approximate \$1,100,000 project.

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

Fiscal Impact: Revenue of \$180,000.

Explanation of Impact: Funds a portion of the project costs..

Funding Source: Revenue to the Water Fund.

Alternatives: Do not approve and direct staff otherwise.

Supporting Material: Resolution and Interlocal Agreement between Carson City and CWSD.

Prepared By: Andrew Burnham, Deputy Public Works Director

Reviewed By: [Signature] Date: 5/24/14
(Department Head)
Marena A. Wicks Date: 5/27/14
(City Manager)
[Signature] Date: 5/27/14
(District Attorney)
[Signature] Date: 5/27/14
(Finance Director)

Board Action Taken:

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

(Vote Recorded By)

CARSON WATER SUBCONSERVANCY DISTRICT

777 East William Street, Suite 110A

Carson City, NV 89701

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

April 17, 2014

Darren Schulz, Director
Carson City Public Works
3505 Butti Way
Carson City, NV 89701

Re: Agreement Between CWSD and Carson City

Dear Mr. Schulz:

I am enclosing two originals of Interlocal Contract #2014-2 between CWSD and Carson City for the Douglas County/Carson City Water Pipeline Intertie at Vista Grande Blvd. which was approved by the CWSD Board of Directors on April 16, 2014. 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,

A handwritten signature in cursive script, appearing to read "Toni Leffler".

Toni Leffler
Administrative Assistant

Enclosures

RESOLUTION NO. _____

RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL AGREEMENT BETWEEN CARSON WATER SUBCONSERVANCY DISTRICT AND CARSON CITY TO PROVIDE FOR FUNDING FOR THE DOUGLAS COUNTY/CARSON CITY WATERLINE INTERTIE PROJECT

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 Interlocal Agreement between Carson Water Subconservancy District (CWSD) and Carson City for funding the Douglas County/Carson City Waterline Intertie Project, 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 "A"; and

WHEREAS, both parties to the Interlocal Agreement between CWSD and Carson City are public agencies as defined by NRS 277.100; and

NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of the Interlocal Agreement between the CWSD and Carson City for funding the Douglas County/Carson City Waterline Intertie Project, are hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Interlocal Agreement between and Carson City for funding the Douglas County/Carson City Waterline Intertie Project shall be spread at large upon the minutes or attached in full thereto as an exhibit.

Upon motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted this _____ day of 2014 by the following vote:

AYES: _____ NAYS: _____

ABSENT: _____ ABSTAIN: _____

Resolution No. _____

Robert L. Crowell, Mayor
Carson City, Nevada

ATTEST: _____
Alan Glover, Clerk -Carson City, Nevada

INTERLOCAL CONTRACT

Addressing Funding From Subconservancy District
To Carson City for the Douglas County/Carson City
Water Pipeline Intertie at Vista Grande Blvd., Carson City

THIS CONTRACT dated this ____ day of _____, 2014, 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 an intertie to connect a water pipeline between Douglas County and Carson City at Vista Grande Blvd., as described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, CWSD has agreed to set aside \$180,000.00 to help fund the intertie.

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 \$180,000.00 to help fund the water pipeline intertie between Douglas County and Carson City along Vista Grande Blvd. 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 \$180,000.00.
5. 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.
6. a. Consistent with paragraph 5 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.

7. For invoicing and notice purposes, the address of each party is as follows:

CARSON CITY
Attn.: Darren Schulz
Public Works Director
3505 Butti Way
Carson City, NV 89701
(775) 887-2355 x-7391

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

8. This Contract shall be by and between the parties hereto and shall not be assignable or transferable.
9. 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.
10. 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.
11. 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.

12. This Contract becomes effective when it is ratified by the appropriate official action of the governing body of each party.
13. 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.
14. 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

Robert Crowell, Mayor

ATTEST:

Alan Glover
Clerk/Recorder

DATED: 4/16/14

CARSON WATER
SUBCONSERVANCY DISTRICT


Ernest C. Schank, Chairman

ATTEST:


Toni M. Leffler
Secretary to the Board

Exhibit A

Contract #2014-2

Addressing Funding From Subconservancy District
To Carson City for the Douglas County/Carson City
Water Pipeline Intertie at Vista Grande Blvd., Carson City

The Costco Connection Project will entail construction of a pipeline which will connect the water main in Old Clear Creek Road in Carson City to a Douglas County water main in Vista Grande Blvd. The Costco Connection Project will mitigate the issues created by the current dead-end layout. This will be accomplished by providing a second water supply interconnection between Carson City and Douglas County. Because Douglas County's system operates at higher pressures, a pressure regulator will be installed at the intersection of Vista Grande Blvd. and Old Clear Creek Road, allowing the systems to function properly. This project will allow the Old Clear Creek Road area to be supplied with water from Douglas County in the event that the supply from the east is disconnected due to system maintenance or failure and will enable Carson City system to meet the higher flow demands experienced during a fire suppression operation. This connection will also allow the Carson City system to supply water to the Topsy Lane area should the need arise. This two-way transfer ability will ultimately result in a more robust, higher capacity water system for both counties.

CONTRACT #2014-2

INTERLOCAL CONTRACT

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To Carson City for the Douglas County/Carson City
Water Pipeline Intertie at Vista Grande Blvd., Carson City

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WITNESSETH:

WHEREAS, CARSON CITY is a governmental subdivision of the State of Nevada and therefore a public agency under NRS 277.100; and

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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 \$180,000.00.
5. 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.
6. a. Consistent with paragraph 5 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.

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11. 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.

12. This Contract becomes effective when it is ratified by the appropriate official action of the governing body of each party.
13. 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.
14. 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

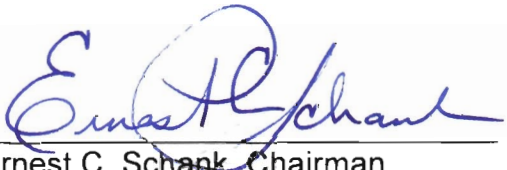
Robert Crowell, Mayor

ATTEST:

Alan Glover
Clerk/Recorder

DATED: 4/16/14

CARSON WATER
SUBCONSERVANCY DISTRICT


Ernest C. Schank, Chairman

ATTEST:


Toni M. Leffler
Secretary to the Board

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