



# STAFF REPORT

**Report To:** Board of Supervisors

**Meeting Date:** July 21, 2016

**Staff Contact:** Richard Wilkinson, Senior Natural Resource Specialist

**Agenda Title:** For Possible Action: To recommend approval of an interlocal contract with the Carson Water Subconservancy District where the District agrees to fund up to \$75,000 for the purposes of assisting with Carson City's Golden Eagle Lane Erosion Control Project, and to authorize the Mayor to sign the agreement. Richard Wilkinson: [rwilkinson@carson.org](mailto:rwilkinson@carson.org)

## **Staff Summary:**

Staff has been working on several grant sources for funding to complete erosion control and Carson River watershed improvement work along Golden Eagle Lane. The Carson Water Subconservancy District has agreed to set aside \$75,000 for fiscal year 2016-17 for the purposes of assisting with Carson City's Golden Eagle Lane Erosion Control Project. This interlocal agreement acknowledges the acceptance of those funds, and sets forth the terms and conditions required for reimbursement by the Carson Water Subconservancy District.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 10 Minutes

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## **Proposed Motion**

I move to approve the Carson Water Subconservancy District inter-local agreement for watershed improvements in the Golden Eagle Lane area and to allow the Mayor to sign the agreement.

## **Board's Strategic Goal**

Quality of Life

## **Previous Action**

February 4, 2016: The Board of Supervisors authorized Open Space staff to submit a grant application to the Carson Water Subconservancy District for an erosion control and watershed improvement project. The project location is on the southeast side of the Prison Hill Recreation Area along Golden Eagle Lane.

May 19, 2016: The Board of Supervisors moved to accept the Open Space Advisory Committee recommendation for submittal of a grant application to the Nevada Division of State Lands, Question #1 grant program for watershed improvements in the Golden Eagle Lane area and to allow the Mayor to sign a letter of support.

## **Background/Issues & Analysis**

Staff submitted a funding request to the Carson Water Subconservancy District in January 2016 for the Golden Eagle Lane erosion control and Carson River watershed improvement project. The estimated project cost is \$150,000. The CWSD Finance Committee had multiple funding requests, which exceeded the amount of funding available; therefore the Committee was able to award just \$75,000 towards this project. The funding award of \$75,000 instead of \$125,000 has resulted in a budget shortfall of \$50,000. Staff will be submitting a grant application to the Nevada Division of State Lands Question #1 grant program for \$40,000. With \$25,000 allocated from the Open Space budget, there is still a shortfall of \$10,000. If the bidding process results show a shortage of funding for the entire project, staff will proceed with a phased project or supplement from the

Quality of Life-Open Space account for maintenance and management. The approval of the CWSD inter-local agreement will provide \$75,000 towards the construction of the project.

**Applicable Statute, Code, Policy, Rule or Regulation**

Nevada Revised Statutes 277.180  
Carson City Municipal Code 13.06.140

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number: Maintenance and Management 254-5047-452-0450

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: The Open Space Advisory Committee has made the recommendation to the Board of Supervisors to allocate \$25,000 as cash match for the Golden Eagle Lane project. This funding would not be spent unless the project is fully funded and construction occurs.

**Alternatives**

Suggest modifications to the inter-local agreement or reject.

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

Aye/Nay

2) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

INTERLOCAL CONTRACT

Addressing Funding from Subconservancy District  
to Carson City for Golden Eagle Lane Erosion Control Project

THIS CONTRACT dated this \_\_\_\_ day of \_\_\_\_\_, 2016, 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 to proactively manage natural resource issues on the southeast side of the Prison Hill Recreation Area near Golden Eagle Lane in order to stop erosion and protect the Carson River, as described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, CWSD has agreed to set aside \$75,000.00 for fiscal year 2016-17 beginning July 1, 2016, to grant CARSON CITY said amount in order to assist with the project.

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 \$75,000.00 for fiscal year 2016-17 beginning July 1, 2016, to assist with the Golden Eagle Lane erosion control project.
2. CARSON CITY will submit requests for funding periodically over the next 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 \$75,000.00.
5. This Contract shall terminate June 30, 2017, at which time CARSON CITY shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
6. 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.
7. a. Consistent with paragraph 6 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.

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

CARSON CITY	CWSD
Attn.: Richard Wilkinson	Attn.: Edwin James
Senior Natural Resource Specialist	General Manager
Parks, Recreation & Open Space Dept.	777 E. William St., #110
3303 Butti Way, Bldg. #9	Carson City, NV 89706
Carson City, NV 89701	(775) 887-7456
(775) 283-7341	

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

10. 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.

11. 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.

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

ATTEST:

\_\_\_\_\_  
Susan Merriwether, Clerk-Recorder

DATED: \_\_\_\_\_

CARSON WATER  
SUBCONSERVANCY DISTRICT

\_\_\_\_\_  
Greg Lynn, Chairman

ATTEST:

\_\_\_\_\_  
Toni M. Leffler, Secretary to the Board

## EXHIBIT "A"

### Carson City's Golden Eagle Lane Erosion Control Project

Gold Eagle Lane, Prison Hill Recreation Area, and the Carson River have been impacted by a series of flash flooding events, drought, and OHV use. These events have caused severe erosion and water quality impacts to the Carson River and the Golden Eagle Lane access for residents. These erosion problems have impacted Open Space property by damaging the trail access area identified in the Unified Pathways Master Plan. These erosion events have left an incised channel which will continue to impact the Prison Hill Recreation Area, Golden Eagle Lane, and the Carson River Watershed.

This project will capture and hold sediment from the eroding channel and drainage. The proposed work will minimize future erosion to a designed trail access and a portion of the Prison Hill trail system. It will also minimize erosion and improve the drainage system, keeping the road from eroding into the river channel. All of the proposed changes will benefit both private land owners, Carson City Open Space, and the Carson River Watershed from further damage.