



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** April 20, 2023

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Possible Action: Discussion and possible action regarding proposed Interlocal Contract No. 2023-3 (“Contract”) between the Carson Water Subconservancy District (“CWSD”) and Carson City for CWSD to contribute \$23,000 to the Morgan Mill High Water Mark Project (“Project”), which has an estimated overall cost of \$33,000. (Randall Rice, RRice@carson.org and Brianna Greenlaw, BGreenlaw@carson.org)

Staff Summary: The Project includes the engineering, design and installation of an artistic structure at the Carson City Morgan Mill Road River access area that displays the elevations of a 100-year flood event and past floods that have occurred at the location. CWSD’s \$23,000 contribution can be used to fund the engineering and materials costs for the Project, but the City would be responsible for installation costs, which are currently estimated to be \$10,000. The overall goal of this project is to provide outreach to increase community awareness of flood risk and encourage actions to mitigate the risk.

Agenda Action: Formal Action / Motion **Time Requested:** Consent

Proposed Motion

I move to approve, and authorize the City Manager to execute, the Contract as presented.

Board's Strategic Goal

Quality of Life

Previous Action

N/A

Background/Issues & Analysis

As a participant in the National Flood Insurance Program (“NFIP”) and Community Rating System (“CRS”), Carson City is engaging in the Federal Emergency Management Agency’s (“FEMA”) High Water Mark Initiative. The Project will culminate in the installation of an artistic structure at the Carson City Morgan Mill Road River access area showing the high water marks for a 100-year flood event and past floods at the location. When future events occur, the City will modify the signage marking to include the corresponding high-water elevations and dates.

As a participating community in the NFIP and the CRS, providing lasting outreach not only provides credit for the CRS, but increases public awareness of flood risk and helps to build a more resilient community. Providing an artistic component to the feature helps to attract attention and build interest to the topic of flooding within the community.

Applicable Statute, Code, Policy, Rule or Regulation

NRS Chapter 277

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Project# P301223002
Stormwater Capital Improvements / 5053705-507010

Is it currently budgeted? Yes

Explanation of Fiscal Impact: Project# P301223002, Account # 5053705-507010 will be reduced by a proposed amount of \$10,000. Construction costs are approximated based on budgetary estimates. The available budget for projects in this account is \$12,000. Under the FEMA grant guidelines, CWSD cannot fund the installation of the structure, but can fund the engineering and materials costs. The Contract will cover a not-to-exceed amount of \$23,000 and the City stormwater account will fund the installation costs. The total project cost is estimated to cost roughly \$33,000 with CWSD contributing \$23,000 in funding.

Alternatives

Do not approve the Contract as presented and/or provide alternate direction to staff.

Attachments:

[#2023-3 HWM Agmt w Carson City.pdf](#)

Board Action Taken:

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

(Vote Recorded By)



INTERLOCAL CONTRACT

Addressing Funding from Carson Water Subconservancy District to Carson City for High-Water Mark Project

THIS CONTRACT dated this 15th day of March 2023, is entered into by and between Carson City, a political subdivision of the State of Nevada (hereinafter "CARSON CITY") 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 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 CWSD and CARSON CITY each possess common objectives and responsibilities regarding the Carson River; and

WHEREAS CARSON CITY has requested \$23,000 funding for fiscal year 2023-24 for Carson City High-Water Mark Project and

WHEREAS CWSD has agreed to set aside \$23,000 for the fiscal year beginning July 1, 2023, and to grant CARSON CITY said amount to assist with the Carson City High-Water Mark 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 follows:

1. CONTRACT SCOPE AND TERM:

- a. CWSD hereby grants to CARSON CITY \$23,000 to assist with Carson City High-Water Mark Project which is further identified and described in Exhibit A.
- b. CARSON CITY will submit requests for funding periodically. The request for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
- c. CWSD commits to pay the approved amount of the request to CARSON CITY within four (4) weeks of said request.
- d. CARSON CITY will submit Project Summary Reports (see Exhibit B), including before and after project pictures, project goals, etc., prior to final invoice payment or ten percent of grant funding will be withheld until reports are submitted.
- e. CWSD shall have no responsibility for costs exceeding \$23,000.



- f. This Contract shall terminate **June 30, 2025** 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.
- g. If circumstances arise that require a time extension to complete the project, the CWSD Board grants the General Manager authority to do so in a written notice to CARSON CITY.
- h. Notwithstanding any other provision of this contract, any obligation of CWSD hereunder is conditioned upon CWSD's funding resources. If for whatever reason the CWSD's funding resources are reduced or eliminated, CWSD reserves the right to terminate this contract immediately in writing. CWSD will reimburse CARSON CITY for all costs that occurred under this contract up to the date the contract is terminated.

2. LIMITED LIABILITY AND INDEMNIFICATION:

- a. 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 the receipt of written notice of claim by the indemnified party to the indemnifying party within thirty (30) days. The hold harmless and indemnification provision shall not apply to attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.
- c. Prior to commencing the activities that constitute the Carson City High Water Mark Project, CARSON CITY shall deliver to CWSD a certificate issued by its insurance carrier naming CWSD as an additional insured and stating that the policy will not be modified or cancelled without 30 days' notice to CWSD.
- d. If CARSON CITY hires a contractor to perform any portion of this project, the contractor shall add CWSD as an additional insured. The contractor must carry the Liability Insurance requirements are described in Section 3.
- e. The parties acknowledge or agree that the contract was written and agreed by both parties.
- f. Prior to the institution of any litigation the parties agree to mediate.
- g. The Parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. The contract liability of the Parties under this contract does not include punitive damages. Liquidated damages shall not apply unless otherwise expressly provided for elsewhere in this contract. The Parties agree that, in the event one Party is awarded attorney's fees against the other for any reason, the rate applied to recoverable attorney's fees shall not exceed the rate



of \$125 per hour. The liability of CWSD shall be limited to the \$23,000 appropriated by CWSD for purposes of this contract.

3. CARSON CITY shall provide CWSD insurance as follows:

- a. **General Liability Insurance:** Prior to commencement and for the duration of activities that constitute the Carson City High-Water Mark Project that is the subject of this Contract, CARSON CITY shall maintain commercial general liability (CGL) as follows:
 - i. Two Million Dollars (\$2,000,000.00) - General Aggregate.
 - ii. Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate.
 - iii. One Million Dollars (\$1,000,000.00) - Each Occurrence.
 - iv. CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products- completed operations, personal and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)].
 - v. CWSD, its officers, employees and immune contractors shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or CG 20 26, or a substitute providing equivalent coverage, including coverage under the commercial umbrella, if any.
 - vi. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to CWSD. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
 - vii. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
 - viii. CARSON CITY waives all rights against CWSD and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this Contract. Insurer shall endorse CGL policy as required to waive subrogation against CWSD with respect to any loss paid under the policy.
- b. **Business Automobile Liability Insurance:**
 - i. CARSON CITY shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage.
 - ii. Such insurance shall cover liability arising out of owned, hired, and non-owned autos (as applicable). Coverage as required above shall be written



on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.

- iii. CARSON CITY waives all rights against CWSD and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the automobile liability or other liability insurance obtained by CARSON CITY pursuant this Contract.

4. NOTICE:

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

CARSON CITY
Attn.: Brianna Greenlaw
Stormwater Manager
3505 Butti Way
Carson City, NV 89701
(775) 283-7370

CWSD
Attn.: Edwin James
General Manager
777 E. William St., #209
Carson City, NV 89701
(775) 887-7456

5. MISCELLANEOUS:

- a. This Contract shall be by and between the parties hereto and shall not be assignable or transferable.
- b. Any dispute regarding this Contract shall be decided according to the laws of the State of Nevada. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in Carson City. If any part of this Contract is declared to be unlawful, any remaining obligations shall be deemed terminated.
- c. 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.
- d. 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.
- e. The Parties are associated with each other only for the purposes and to the extent set forth in this contract. Each Party is a public agency separate and distinct from the other Party. Nothing contained in this contract may be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal- agent, to convey ownership of any asset, or to otherwise create any liability for one Party whatsoever with respect to the indebtedness, liabilities, and obligations of the other Party.
- f. The Parties agree to keep and maintain, under general accepted accounting principles, full, true and complete records, agreements, books, and documents pertaining to this contract, and at the request of the other Party agree to present, at any reasonable time, such records, agreements, books, and documents for inspection, examination, review, audit, and copying at any office where such records, agreements, books, and documents are maintained.



- g. Pursuant to NRS 239.010, information or documents, including this contract, may be open to public inspection and copying. The Parties will have the duty to disclose unless particular information or documents are made confidential by law or a common law balancing of interest. To the extent that information or documents are made confidential, the Parties shall keep such information or documents confidential.
- h. This contract does not contemplate any transfer of property or ownership interest between the Parties and the Parties will each maintain ownership of their own facilities.
- i. Except as otherwise provided for by law or this contract, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity.
- j. Failure to declare a breach or the actual waiver of any particular breach of this contract or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
- k. Neither Party shall be deemed to be in violation of this contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, pandemic, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the contract after the intervening cause ceases.
- l. Any dispute regarding this Contract shall be decided according to the laws of the State of Nevada. The Parties consent to the jurisdiction of, and agree that disputes will be resolved by, the courts of the First Judicial District Court of the State of Nevada in Carson City. If any part of this contract is declared to be unlawful, any remaining obligations shall be deemed terminated.
- m. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable, or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

6. PROPER AUTHORITY:

- a. This Contract becomes effective when ratified by appropriate official action of the governing body of each party; however, CARSON CITY can submit expenses that have been incurred from July 1,2023, forward.
- b. 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.
- c. 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: _____

DATED: 3/15/2023

CARSON CITY

**CARSON WATER
SUBCONSERVANCY DISTRICT**

Nancy Paulson, City Manager

Mike Workman
Michael Workman, Chairman

ATTEST:

ATTEST:

William Scott Hoen, Clerk-Recorder

C Schambra
Catrina Schambra, Secretary to the Board



EXHIBIT A

Carson City will install a high-water mark sign near the Morgan Mill site. Under FEMA grant guidelines, CWSD cannot fund the installation of the sign but can fund the engineering and materials for the sign. This agreement will reimburse Carson City for the engineering and materials not to exceed \$23,000 for the High-Water Mark project.



Exhibit B

Project Summary Form				
Project name				
Type of Project				
Map ID#	<i>Per Stewardship Plan Maps if previously mapped</i>			
Date Started				
Date Completed				
Location Details/Address				
<i>Add Project #</i>	Latitude		Longitude	
<i>Add Project #</i>	Latitude		Longitude	
<i>Add Project #</i>	Latitude		Longitude	
HUC				
Contact Person				
Primary Objective	<i>(What will the project achieve? Was the objective achieved?)</i>			
Area restored/stabilized	<i>Add linear feet of project/acreage/an applicable measurable unit/material used (rock, plants, etc.)</i>			
Estimated Load Reduction	<i>Only if applicable</i>			
Total Project Cost	\$			
Project Partners	<i>List all partners</i>			

Tracking Updates and Milestones	
Date	Activity
<i>Add data and expand table/insert rows as required</i>	<i>Add data and expand table/insert rows as required</i>

Project Photos:

Before construction:

After construction:

Title: *Example Photos (replace with specific project)*

