

**City of Carson City
Agenda Report**

Date Submitted: June 28, 2011

Agenda Date Requested: July 7, 2011

Time Requested: Consent Agenda

To: Mayor and Supervisors

From: Parks and Recreation Department

Subject Title: For possible action to adopt Resolution No. _____, a resolution approving and authorizing the Mayor to sign Interlocal Contract #2011-2 addressing funding from Carson Water Subconservancy District to Carson City for a Carson River Vehicle and Trash Removal Project.
(Vern L. Krahn, Park Planner)

Staff Summary: The Parks and Recreation Department has applied for and received a \$5,000 grant from the Carson Water Subconservancy District to remove abandoned vehicles, trash, and flood debris along the Carson River.

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 for possible action to adopt Resolution No. _____, a resolution approving and authorizing the Mayor to sign Interlocal Contract #2011-2 addressing funding from Carson Water Subconservancy District to Carson City for a Carson River Vehicle and Trash Removal Project.

Explanation for Recommended Board Action: Cleanup projects along the Carson River have been a primary objective of the Parks and Recreation Department, Carson Water Subconservancy District, and Carson River Regional Recreational Steering Committee over the past few years. These agencies, along with the Nevada Commission on Tourism, have been strong supporters of Carson City and Lyon County's efforts to plan and develop recreational facilities for the Carson River Aquatic Trail Plan. In developing the Aquatic Trail Plan as a safe recreational resource, debris removal from the Carson River Canyon has become a top priority. In the past, Carson City has used city funding to remove abandoned vehicles, extensive amounts of trash, and dangerous flood debris at various locations along the river. However, due to city budget cuts and significant reduction in tax revenues, our department will not be able to continue funding river cleanup efforts. This grant will provide Carson City with funds to remove abandoned vehicles, trash, and flood debris within the Carson River corridor for fiscal year 2011/2012.

Applicable Statute, Code, Policy, Rule or Regulation: N.R.S. 277.180 and N.R.S. 277.045

Fiscal Impact: N/A

Explanation of Impact: If the Board of Supervisors approves this interlocal contract, Carson City will have \$5,000 in fiscal year 2011/2012 to use for the removal of abandoned vehicles, trash, and flood debris at various location along the Carson River.

Funding Source: N/A

Alternatives:

1. Not approve the Interlocal Contract
2. Request City staff to make changes to the Interlocal Contract

Supporting Material:

Resolution No. _____

Interlocal Contact Cover Letter

Interlocal Contract #2011-2

Prepared By: _____

Vern L. Krahn, Park Planner

Date: _____

6/28/11

Reviewed By: _____

Roger Moellendorf, Parks & Recreation Director

Date: _____

6/28/11

Larry Werner, City Manager

Date: _____

6/28/11

District Attorney's Office

Date: _____

6/28/11

Finance Department

Date: _____

6/28/11

Board Action Taken:

Motion: _____

1: _____

Aye/Nay

2: _____

(Vote Recorded By)

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ADOPTING INTERLOCAL CONTRACT
#2011-2 ADDRESSING FUNDING FROM CARSON WATER
SUBCONSERVANCY DISTRICT TO CARSON CITY FOR A CARSON RIVER
VEHICLE AND TRASH REMOVAL PROJECT

WHEREAS, any two or more political subdivisions of the State of Nevada may enter into cooperative agreements for the performance of any governmental function pursuant to NRS 277.045; and

WHEREAS, NRS 277.045 provides that every such agreement must be by formal resolution or ordinance of the governing body of each political subdivision included and must be spread at large upon the minutes, or attached in full thereto as an exhibit, of each governing body; and

WHEREAS, all parties agree to enter into Interlocal Contract #2011-2 for a Carson River Vehicle and Trash Removal Project. This agreement is entered into between Carson City, Nevada and the Carson Water Subconservancy District with the desire to adopt and approve said agreement as required by NRS 277.045. A copy of the agreement is attached to this Resolution as Exhibit "A," and

WHEREAS, all parties agree to adopt and approve Interlocal Contract #2011-2 for a Carson River Vehicle and Trash Removal Project entered into between Carson City, Nevada and Carson Water Subconservancy District, both political subdivisions of the State of Nevada.

NOW, THEREFORE, BE IT RESOLVED that the terms and conditions of the agreement for the Carson River Vehicle and Trash Removal Project entered into between Carson City, Nevada and Carson Water Subconservancy District are hereby adopted and approved; and

BE IT FURTHER RESOLVED that the agreement for the Carson River Vehicle and Trash Removal Project entered into between Carson City, Nevada and Carson Water Subconservancy District 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 Carson Water Subconservancy District.

Upon motion by Supervisor _____, seconded by
Supervisor _____, the foregoing Resolution was passed and
adopted this _____ day of _____, 2011, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

ATTEST:

Robert L. Crowell, Mayor
Carson City, Nevada

Alan Glover, Clerk/Recorder
Carson City, Nevada

CARSON WATER SUBCONSERVANCY DISTRICT

777 East William Street, Suite 110A

Carson City, NV 89701

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

June 21, 2011

Roger Moellendorf, Director
Carson City Parks & Recreation
3303 Butti Way, Bldg. #9
Carson City, NV 89701

Re: Agreement Between CWSD and Carson City

Dear Mr. Moellendorf:

I am enclosing two originals of the Agreement #2011-2 between CWSD and Carson City for a Carson River Vehicle and Trash Removal Project which was approved by the CWSD Board of Directors on June 15, 2011. 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 that reads "Toni Leffler".

Toni Leffler
Administrative Assistant

Enclosures

CONTRACT #2011-2

INTERLOCAL CONTRACT

Addressing Funding From Subconservancy District
To Carson City for a Carson River Vehicle and Trash Removal Project

THIS CONTRACT dated this ____ day of _____, 2011, 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 conduct a Carson River vehicle and trash removal project; as described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, CWSD has agreed to set aside \$5,000.00 for fiscal year 2011-2012 beginning July 1, 2011, and to grant CARSON CITY said amount in order to assist with the projects set forth in Exhibit "A".

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 \$5,000.00 for fiscal year 2011-2012 beginning July 1, 2011, and to grant CARSON CITY said amount 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 \$5,000.00.
5. This Contract shall terminate June 30, 2012, 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. Notwithstanding any other provision of this Agreement, 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 Agreement immediately in writing. CWSD will reimburse CARSON CITY for all costs that occurred under this Agreement up to the date the Agreement is terminated.
7. 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.
8. a. Consistent with paragraph 7 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.

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

CARSON CITY
Attn.: Roger Moellendorf
Director, Parks & Recreation
3303 Butti Way, Bldg. #9
Carson City, NV 89701
(775) 887-2262 x 30345

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

10. This Contract shall be by and between the parties hereto and shall not be assignable or transferable.
11. 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.
12. 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.

13. 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.
14. This Contract becomes effective when it is ratified by the appropriate official action of the governing body of each party.
15. 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.
16. 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/Recording

DATED: 6/15/11

CARSON WATER
SUBCONSERVANCY DISTRICT

Doug N. Johnson
Doug N. Johnson, Chairman

ATTEST:

Toni M. Leffler
Toni M. Leffler
Secretary to the Board

Exhibit "A"
Carson River Vehicle and Trash Removal Project

This project will funding to provide Carson City to pay for the removal of both new and future abandoned vehicles, trash, and flood debris within the Carson River corridor during the fiscal year 2011-12..