

## **INTERLOCAL AGREEMENT**

### **1) PARTIES**

This Interlocal Agreement (“Agreement”) is entered into between the Western Regional Water Commission (the “Commission”), a political subdivision of the State of Nevada created pursuant to Chapter 531, Statutes of Nevada 2007, the Western Regional Water Commission Act (the “Act”), and the City of Reno (“Reno”), collectively, the “Parties” or, as the context requires, “Party”. In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

### **2) RECITALS**

2.1 The Parties are public agencies as defined in NRS 277.100(1)(a).

2.2 NRS 277.180 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 public agency entering into the contract is authorized to perform.

2.3 On October 18, 2023, the Commission, at its regular meeting held that date, approved entering into an Agreement with the City to perform watershed assessments as more particularly described in the attached Scope of Work (the “Project”) in an amount not to exceed \$65,000 from the Regional Water Management Fund (“RWMF”) for Fiscal Year 2024. The Scope of work for the Project is attached hereto as Exhibit “A”.

### **3) RIGHTS & DUTIES**

#### **3.1 Reno**

3.1.1 Reno shall submit invoices on a monthly basis to reflect time and materials as set forth in Exhibit A. These invoices will reflect time and materials expended by NCE, SWPCC’s chosen contractor to perform watershed assessments per Exhibit A.

3.1.2 Reno, through SWPCC, will provide or contract for all services required to complete the Project.

3.1.3 Reno shall, through its designated representative or Contract Administrator, provide to the Commission any information requested by the Commission's Contract Administrator, relating to any invoice submitted for payment.

3.1.4 Reno shall set up a separate account for the Project, if not already existing, so that check numbers along with copies of cancelled checks for all expenditures can be submitted, as well as an exact itemization of Project expenditures, copies of itemized invoices, and properly documented timesheets.

3.1.5 To the extent authorized by Nevada law, Reno will save, hold harmless, and indemnify the Commission from and against any and all liability incurred in relation to the Project.

### 3.2 The Commission

3.2.1 The Commission's Water Resources Program Manager is hereby designated as the Commission's Contract Administrator.

3.2.2 Upon the submission of an invoice for payment, pursuant to Paragraph 3.1.1 above, the Contract Administrator shall promptly review the invoice, request any further information or documentation required, and process the invoice for payment within thirty (30) days following his approval.

3.2.3 The Commission's Contract Administrator will hold payment of the final invoice until the final deliverable is received and accepted. The Commission's Contract Administrator will have sole authority to accept or reject final deliverables based on completeness and consistency with the Project's scope of work and will be responsible for final payment.

3.2.4 The Commission, at its discretion, may conduct an audit of compliance with this Agreement and the funding provided for herein, relating to performance of this Agreement and compliance with all applicable State, Federal and local laws, policies and procedures. Such audit shall be at the Commission's expense.

3.2.5 The total amount of invoices paid pursuant to this Agreement shall not exceed the sum of \$65,000 from the RWMF.

### 3.3 Joint Rights and Responsibilities

3.3.1 Either Party may terminate this Agreement with a thirty (30) - day advance written notice to the other.

3.3.2 This Agreement may be extended for one or more years by mutual written Agreement duly executed by the Parties.

3.3.3 Both Parties agree to coordinate and use their best efforts to complete the Project and to collaborate in a timely manner in order to maximize the efficient use of funding and other resources.

## 4) INDEMNIFICATION

4.1 Each Party agrees to be responsible for any liability or loss that may be incurred as a result of any claim, demand, cost, or judgment made against that Party arising from any negligent act or negligent failure to act by any of that Party's employees, agents in connection with the performance of obligations assumed pursuant to this Agreement.

4.2 Each Party further agrees, to the extent allowed by law pursuant to Chapter 41 of the Nevada Revised Statutes ("NRS"), to hold harmless, indemnify and defend the other from all losses, liabilities or expenses of any nature to the person or property of another, to which the indemnified party may be subjected as a result of any claim, demand, action or cause of action arising out of the negligent acts, errors or omissions on the part of employees or agents of the indemnifying party in relation to this Agreement.

## 5) MISCELLANEOUS PROVISIONS

5.1 This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, estates, personal representatives, successors and assigns.

5.2 This Agreement is made in, and shall be governed, enforced and construed under the laws of the State of Nevada.

5.3 This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof, and supersedes and replaces all prior understandings and agreements, whether verbal or in writing, with respect to the subject matter hereof.

5.4 This Agreement may not be modified, or amended in any respect, except pursuant to an instrument in writing duly executed by the Parties.

5.5 In the event the Commission fails to appropriate or budget funds for the purposes as specified in this Agreement, Reno hereby consents to the termination of this Agreement. In such event, the Commission shall notify Reno in writing and the Agreement will terminate on the date specified in the notice. The Parties understand that this funding out provision is required under NRS 244.320 and NRS 354.626.

5.6 In the event either Party brings any legal action or other proceeding with respect to the breach, interpretation, or enforcement of this Agreement, or with respect to any dispute relating to any transaction covered by this Agreement, the losing Party or Parties in such action or proceeding shall reimburse the prevailing Party or Parties therein for all reasonable costs of litigation, including reasonable attorneys' fees.

5.7 No delay or omission by either Party in exercising any right or power under this Agreement shall impair any such right or power or be construed to be a waiver thereof, unless this Agreement specifies a time limit for the exercise of such right or power or unless such waiver is set forth in a written instrument duly executed by the person granting such waiver. A waiver of any person of any of the covenants, conditions, or agreements hereof to be performed by any other Party shall not be construed as a waiver of any succeeding breach of the same or any other covenants, agreement, restrictions or conditions hereof.

5.8 This Agreement shall be effective October 25, 2023, regardless of the date each Party signs this Agreement ("Effective Date").

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

WESTERN REGIONAL WATER COMMISSION

CITY OF RENO

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023

By \_\_\_\_\_  
Naomi Duerr, Chair  
Western Regional Water Commission

By \_\_\_\_\_  
Hillary Schieve, Mayor  
City of Reno

APPROVED AS TO FORM:  
McDonald Carano, LLP

ATTEST:

\_\_\_\_\_  
Mikki Huntsman  
Reno City Clerk

By \_\_\_\_\_  
Lucas Foletta, Legal Counsel

APPROVED AS TO FORM :

\_\_\_\_\_  
Deputy City Attorney



October 16, 2023

Theresa Jones, MSc, PE  
Associate Civil Engineer  
City of Reno  
1 E. First Street  
Reno, Nevada 89505

**RE: Scope of Work for 2023 Watershed Assessments**

Dear Mrs. Jones,

NCE appreciates the opportunity to provide this scope of work to conduct the 2023 Watershed Assessments. This scope focuses on reaches in Alum Creek, Somerset Creek, Galena Creek, Thomas Creek, and Whites Creek.

**Scope of Work**

**Task 1 Conduct Watershed Assessments**

NCE will conduct an assessment on the following creek reaches:

- Alum Creek
  - Lower Reach (S McCarren Blvd to Truckee River, ~3,000 Linear Feet)
  - Middle Reach (Caughlin Pkwy to S McCarren Blvd, ~9,500 Linear Feet)
- Somerset Creek
  - Middle Reach (Del Webb Pkwy to Mogul Mountain, ~7,700 Linear Feet)
- Galena Creek
  - Middle Reach (Callahan Ranch Rd to I-580, ~11,900 Linear Feet)
  - Upper Reach (Mt. Rose Hwy to Callahan Ranch Rd, ~12,900 Linear Feet)
- Thomas Creek
  - Lower Reach (Ventana Pkwy to South Virginia, ~9,800 Linear Feet)
  - Middle Reach (Timberline Dr to Ventana Pkwy, ~20,300 Linear Feet)

NCE will use the existing pre-determined reaches that were used in the 2015-2017 field assessments for the 2023 field assessments.

The drainages will be assessed using the Proper Functioning Condition according to methodology presented in the U.S. Department of the Interior Bureau of Land Management document titled *Riparian Area Management, A User Guide to Assessing Proper Functioning Condition and the Supporting Science for Lotic Areas* (BLM, 1998). In addition, representative

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300 E. 2<sup>nd</sup> Street, Suite 1210  
Reno, NV 89501  
(775) 329-4955

photographs will be taken, and observation points will be recorded with a GPS unit. The data collected will include problem areas such as noxious weeds and drainage erosion and/or deposition locations. The noxious weeds will be identified, the coverage will be estimated, and the extent will be mapped.

## **Task 2 Watershed Assessments Report**

Using the data collected in **Task 1**, NCE will prepare a 2023 watershed assessment report. The report will include a description of the drainage and the reach surveyed using the existing descriptions from the 2017 watershed assessment report. The report will also include a summary of the field data collected, specific problem areas identified in the field, recommendations, photographs, and a set of maps. The maps will include an overview map, and a map of the surveyed reach with the observation points, the location of noxious weed colonies, and the GPS points of erosion and/or degradation.

A GIS geodatabase will be created and provided to the City of Reno. The GIS database will include photo points, field observation points, points of erosion and/or deposition, extents of invasive/noxious weeds, and the PFC ratings.

The draft 2023 watershed assessment report will be provided to the City of Reno for review and comment. The City of Reno will solicit comments from the City of Sparks, and Washoe County, and provide a summary of comments to NCE.

## **Task 3 Conduct Additional Watershed Assessments and Reporting**

NCE will conduct an assessment on the following additional creek reaches:

- Whites Creek
  - Upper Reach (Mountain Ranch Road to Whites Creek Park, ~8,400 Linear Feet)
  - Middle Reach - North (White Creek Park to S Virginia St, ~12,800 Linear Feet)

NCE will use the approach and assumptions outlined in **Task 1** to complete the additional assessment of the creek reaches listed above. Data collected from the additional creek reaches will be incorporated into **Task 2** Watershed Assessments Report. **Task 3** will be conducted in addition to **Task 1** and **2**. Task 3 will be paid for through a different funding source than Tasks 1 and 2; Task 3 funding source is SWPCC/NDOT.

**Deliverables:**

- Draft and Final 2023 Watershed Assessment Report (electronic copy: Word and PDF; GIS data with Final submittal)

**Assumptions:**

- Field work will be completed by two NCE scientists within five 10-hour days for all of the reaches
- If required, access to private property will be secured by the City

**ESTIMATED FEE**

NCE proposes the above-described scope of work on a time and materials basis in accordance with our attached Schedule of Charges 2023. NCE proposes to perform the scope of work for Tasks 1 and 2, as described above not to exceed the amount of **\$65,000**. Task 3 will be completed in addition Task 1 and 2 as described above not to exceed the amount of **\$13,500**. Completion of all tasks (1 – 3) will not exceed the amount of **\$78,500**.

We appreciate the opportunity to provide these services to the City of Reno and look forward to working with you and your team on this project. If you have any questions or additional needs, please call our office at (775) 329-4955.

Sincerely,

**NCE**



Kevin Senn  
Principal



Debra Lemke, PWS, CPESC  
Associate Scientist

Attachments: Schedule of Charges 2023





## SCHEDULE OF CHARGES 2023

### PROFESSIONAL SERVICES

Principal .....	\$310/hour
Associate .....	\$245/hour
Senior II .....	\$215/hour
Senior I .....	\$205/hour
Project II .....	\$195/hour
Project I .....	\$180/hour
Staff II .....	\$170/hour
Staff I .....	\$155/hour

### TECHNICAL SERVICES

Senior Construction Manager* .....	\$160/(\$185-PW)/hour
Construction Inspector* .....	\$140/(\$165-PW)/hour
Senior Designer .....	\$170/hour
CADD Designer .....	\$150/hour
CADD/GIS Technician .....	\$130/hour
Senior Field Scientist .....	\$135/hour
Field Scientist .....	\$115/hour
Senior Technician* .....	\$140/(\$165-PW)/hour
Field/Engineering Technician* .....	\$115/(\$140-PW)hour
Project Administrator .....	\$130/hour
Technical Editor .....	\$115/hour
Clerical .....	\$105/hour

### CONTRACT LABOR

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

### LITIGATION SUPPORT

Engineer/Scientist .....	\$380/hour
Court Appearances & Depositions .....	\$575/hour

### EQUIPMENT

Plotter Usage .....	(separate fee schedule)
Truck .....	\$115/day
Automobile .....	IRS Standard Mileage Rate+15%
Falling Weight Deflectometer Testing .....	\$4,000/Day
Coring .....	\$5,000/Day
Environmental Equipment .....	(separate fee schedule)

### OUTSIDE SERVICES

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc. .... cost + 15%

### COMMUNICATION/ REPRODUCTION

In-house costs for postage, printing and copying .....	..... project labor charges x 5%
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\*A surcharge of \$25/hour applied for technicians and construction inspectors to comply with Prevailing Wage (PW) per requirements of California Department of Industrial Relations.