

Western Regional Water Commission

STAFF REPORT

DATE: May 12, 2022
TO: Chairman and Members, Western Regional Water Commission (WRWC)
FROM: Kim Rigdon, Water Resources Program Manager
SUBJECT: Action, discussion, and possible direction to staff for approval of funding in an amount not to exceed \$50,000 from the Regional Water Management Fund (RWMF) for an interlocal agreement (ILA) with the Truckee Meadows Regional Planning Agency (TMRPA) for a “Shared Work Program.”

SUMMARY

The TMRPA has submitted a scope of work and budget not to exceed \$50,000 for professional services related to mapping, web services and site hosting, minute transcripts, data management and modeling, population projections (Consensus Forecast), Regional Water Management Plan (RWMP) updates, and more recently the Natural Resources Plan. TMRPA services are integral to the implementation of the Regional Water Management Plan (RWMP) and WRWC/Northern Nevada Water Planning Commission (NNWPC) Water Resources Program.

Should the proposal be accepted, the Fiscal Year 2022-2023 Final Budget includes adequate budget in the professional services category for the TMRPA Shared Work Plan activities.

BACKGROUND

TMRPA and WRWC staff collaborate on multiple programmatic tasks which directly support the NNWPC and WRWC regional water planning activities. The TMRPA Shared Work Program is included in the Professional Services Budget Detail for Fiscal year 2022-2023. The TMRPA Shared Work Plan and budget will be presented to the NNWPC annually at the priorities setting workshop, and funding for each fiscal year is contingent upon NNWPC prioritization and subsequent WRWC budget approval.

FISCAL IMPACT

The net fiscal impact to the RWMF for this item, if approved, will not exceed \$50,000 in FY 2022-2023. Budget authority is provided in the FY 2022-2023 budget, in Fund Group 766, Fund 0766, Account Number 710100, Professional Services, Cost Object WP310600.

RECOMMENDATION

Staff proposes that the WRWC approve TMRPA's Shared Work Program and request for funding not to exceed \$50,000, effective July 1, 2022.

POSSIBLE MOTION

"Move to approve funding, not to exceed \$50,000 from the RWMF for FY 2022-2023 for an ILA with the TMRPA for services outlined in the TMRPA Shared Work Program proposal and authorize the Chair to execute an agreement with the TMRPA, effective July 1, 2022."

KR:jp

Attachment 7 TMRPA Shared Work Program

INTERLOCAL AGREEMENT

1) PARTIES

This Interlocal Agreement ("Agreement") is entered into between the Western Regional Water Commission, a political subdivision of the State of Nevada (the "Commission") and the Truckee Meadows Regional Planning Agency ("TMRPA"), collectively the "Parties" or, as the context requires, each a "Party". In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

2) RECITALS

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

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 May 19, 2022, the Commission at its regular meeting held that date, approved a proposal for funding in an amount not to exceed \$50,000 from the Regional Water Management Fund ("RWMF") for services described in Exhibit "A" attached hereto (the "Project"), and authorized the Chairman to execute an agreement for that purpose.

2.4 The Parties desire to enter into this Agreement to facilitate the Project and set forth certain agreements and obligations with respect to the Project.

3) RIGHTS & DUTIES

3.1 TMRPA

3.1.1 TMRPA will conduct the Project and submit invoices to the Commission through its Contract Administrator, on a quarterly basis, for the Project. This Agreement continues until either party gives notice as provided for in Section 3.1.4 except that in no case shall WRWC be obligated to expend funds in excess of those specified in Section 2.3. The availability of funding for future years is subject to annual priority setting by the Northern Nevada Water Planning Commission and Commission budget approval.

3.1.2 TMRPA 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.

3.1.3 TMRPA 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.

3.1.4 This Agreement may be terminated by WRWC without cause upon ten (10) days written notice to TMRPA. If this Agreement is so terminated, Contractor shall be paid for all services satisfactorily rendered and expenses incurred to date of receipt of notice of termination. This Agreement may be terminated immediately by either party upon written notice of default or breach to the other party as follows:

3.1.4.1 If TMRPA fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or

3.1.4.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by TMRPA to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

3.1.4.3 If TMRPA becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

3.1.4.4 If WRWC materially breaches any material duty under this Agreement and any such breach impairs Contractor's ability to perform; or

3.1.4.5 If it is found by WRWC that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by TMRPA, or any agent or representative of TMRPA, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract.

3.1.5 Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in Section 3.1.4, and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

3.2 COMMISSION

3.2.1 The Commission's Program Manager, Kimberly Rigdon, or her successor in the same or equivalent position, 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 approval.

3.2.3 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, compliance with the scope of the Project, and compliance with all applicable State, Federal and local laws, policies and procedures. Such audit shall be at the Commission's expense.

3.2.4 As compensation for the Project, the Commission agrees to pay TMRPA at the rates set forth in Exhibit "A" attached hereto; provided, in no event shall the total compensation due or paid to TMRPA pursuant to this Agreement exceed the sum of \$50,000.

3.3 Joint Rights and Responsibilities

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

3.3.2 Both Parties agree to collaborate in a timely manner in order to maximize the efficient use of funding and other resources.

4) INDEMNIFICATION

4.1 Subject to the limitations of Chapter 41, each party agrees to indemnify, defend and hold harmless the other party from and against any liability including, but not limited to, property damage and personal injury or death, proximately caused by the negligent acts or omissions of its officers, agents and employees arising out of the performance of this Agreement. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in this Agreement or any

incorporated attachments. Damages for any Commission breach shall never exceed the amount of funds appropriated for payment under this Agreement, but not yet paid to TMRPA, for the fiscal year budget in existence at the time of the breach.

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. This Agreement shall not be construed to provide any person or entity not a party to this Agreement with any benefits or cause of action arising from the performance of this Agreement.

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, TMRPA hereby consents to the termination of this Agreement. In such event, the Commission shall notify TMRPA 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 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 All notices, demands or other communications required or permitted to be given in connection with this Agreement shall be in writing, and shall be deemed delivered when personally delivered to a Party; when sent to a Party by electronic mail and same day U.S. regular mail with U.S. Postal Service Certificate of Mailing; or, if only mailed, three (3) business days after deposit in the United States mail, postage prepaid, certified or registered mail, addressed to the Parties as follows:

To Commission: Kimberly Rigdon, Program Manager
Western Regional Water Commission
1001 E. Ninth Street
Reno, Nevada 89512
Email: krigdon@washoecounty.us

To TMRPA: Jeremy M. Smith, Ph.D., Director of Regional Planning
Truckee Meadows Regional Planning Agency
1105 Terminal Way, Suite 316
Reno, NV 89502
Email: jsmith@tmrpa.org

5.9 This Agreement is effective July 1, 2022, regardless of the date each Party signs this Agreement ("Effective Date").

WESTERN REGIONAL WATER COMMISSION

TRUCKEE MEADOWS REGIONAL PLANNING
AGENCY

Dated this ___ day of _____, 2022

Dated this ___ day of _____, 2022

By _____
Vaughn Hartung, WRWC Chairman

By _____
Vaughn Hartung, TMRPA Chairman

REVIEWED AND ACKNOWLEDGED

By _____
Kimberly Rigdon,
WRWC Program Manager

By _____
Jeremy M. Smith, Ph.D.,
Director of Regional Planning

APPROVED AS TO FORM:
McDonald Carano LLP.

By _____
Lucas Foletta,
WRWC Legal Counsel

EXHIBIT A

Project and Fee Schedule

TMRPA and WRWC Shared Work Program

12/13/2021

The Western Regional Water Commission (WRWC) has a long history of collaboratively working with and providing funding support for the Truckee Meadows Regional Planning Agency (TMRPA). This Shared Work Program document acts to acknowledge that collaborative partnership and memorialize an annual agreement between the WRWC and TMRPA for the services and products listed below. Through this agreement, WRWC pays TMRPA up to \$50,000 for the scope items described below (dollar amounts in parentheses represent estimated maximum costs by topic area).

GIS, Modeling and Analysis Services (\$28,000)

TMRPA staff services for GIS data and modeling work may include:

- Updates and additional improvements to water and wastewater projection data to support long range planning in the Regional Water Management Plan
 - Automation of GIS dataset updates, including database replication and integration (inclusive of the 2020 Census data if applicable)
 - Develop online GIS data strategy and create online GIS dataset repository and data viewer for water- and wastewater-related planning efforts
 - Support for data collection and processing
 - Support for development tracking
- Ongoing support for any WRWC initiatives as identified
- Ongoing support for NNWPC conformance reviews or projects as identified
- ArcGIS Server maintenance costs
 - previously handled by a 2-year memorandum of understanding
 - facilitates online display and delivery of maps and GIS data
 - example website: <http://washoecountycleanwater.org/>

Outreach, Social Media, and Web Services (\$10,000)

TMRPA staff services for outreach, social media, and website services may include:

- Assistance with crafting social media posts and content (e.g. graphic design)
- Access to and administration of TMRPA list of over 1,500 email contacts for delivery of content such as:
 - announcements (i.e., plan updates, meetings, etc.)
 - request for survey participation to support planning initiatives
 - links to new products
- Ongoing support for any WRWC initiatives as identified (e.g. public meetings, stakeholder engagement)

Minute Transcription (\$4,000)

TMRPA contractor Christine Birmingham provides minute transcription for WRWC and NNWPC meetings:

- TMRPA budgets an annual revenue amount of up to \$4,000 to reflect this pass-through revenue source
- The WRWC and NNWPC plan for 19 meetings each year: 8 WRWC and 11 NNWPC. Each meeting is scheduled for 1.5 hours.

One Truckee River Dashboard (\$8,000)

TMRPA and WRWC participate on the Partnership Council for One Truckee River (OTR) and recognize the valuable addition that OTR provides toward comprehensive management of the Truckee River. Activities in support of OTR primarily include funding and support for the Nevada Tomorrow Truckee River Dashboard:

- Provides annual data tracking of Truckee River metrics in support of the OTR Management Plan and community transparency
- Supports the TMRPA Natural Resource Plan effort which seeks to consolidate natural resource data from our region as a community asset and to inform policy upgrades in the Regional Plan
- Dashboard link: <https://www.nevadatomorrow.org/indicators/index/dashboard?alias=onetruckeeriver>

Budget & Work Program Implementation

1. Operational adjustments to the shared work program components and priorities may be made from time to time by mutual agreement of the WRWC Program Manager and the Director of Regional Planning.
2. TMRPA services outlined in the Shared Work Program are budgeted not to exceed \$50,000. TMRPA will invoice the WRWC quarterly and payments will be made to the TMRPA at the end of each quarter during FYE 2022. TMRPA will provide a quarterly progress report including a description of the work completed with the invoices.

Current Hourly Rates:

Minute taker = \$33.00/hour

Regional Planner/GIS Analyst = \$54.00/hour

Director of Regional Planning = \$110.00/hour