

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 Washoe County (the "County"), 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 June 17, 2020, the Commission, at its regular meeting held that date, approved a proposal for funding in an amount not to exceed \$169,576 from the Regional Water Management Fund ("RWMF") to engage the County to provide certain services in support of "the Steamboat Irrigation Ditch Evaluation" more particularly described in Exhibit "A" attached hereto (the "Project"), and authorized its Chair 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 COUNTY

3.1.1 County will provide and perform the services (the "Services") set forth in the scope of work and fee schedule attached hereto as Exhibit "A" and incorporated herein by reference as necessary to complete the Project. County represents that it and/or the persons it may employ possess all skills and training necessary to perform the Services described herein and required hereunder. County shall perform the Services faithfully, diligently, in a timely and professional manner, and to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar

circumstances. County represents that neither the execution and delivery of this Agreement, nor the rendering of services by the County hereunder, will violate the provisions of, or constitute a default under, any other contract or agreement to which the County is a party or by which the County is bound, or which would preclude the County from performing the services required of the County hereunder, or which would impose any liability or obligation upon the Commission for accepting such services. County shall be responsible for the professional quality and technical accuracy of all Services furnished by County to the Commission.

3.1.2 County shall conduct the Project and submit invoices to the Commission through its Contract Administrator, on a monthly basis, for the Services. Work on the Project will progress and be completed by June 30, 2021.

3.1.3 County 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 County 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.

3.2 COMMISSION

3.2.1 The Commission's Water Resources Program Manager, Jim Smitherman, or his 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 3.1.2 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 all of County's Services hereunder, the Commission agrees to pay County at the rates set forth in Exhibit "A" attached hereto; provided, in no event shall the total compensation due or paid to County pursuant to this Agreement exceed the sum of \$169,576 from the RWMF.

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 employers 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 County, 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, County hereby consents to the termination of this Agreement. In such event, the Commission shall notify County 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: Water Resources Program Manager
Western Regional Water Commission
1001 E. Ninth Street
Reno, Nevada 89512
Email: jsmitherman@washoecounty.us

To County: Dwayne E. Smith
Director, Engineering and Capital Projects
1001 E. Ninth St.,
Reno, NV 89512
Email: desmith@washoecounty.us

5.9 This Agreement is effective June 1, 2020, regardless of the date each Party signs this Agreement ("Effective Date").

WESTERN REGIONAL WATER COMMISSION
Dated this ____ day of _____ 2020

WASHOE COUNTY
Dated this ____ day of _____ 2020

By _____
Vaughn Hartung,
WRWC Chairman

By _____
Bob Lucey,
Washoe County Chairman

APPROVED AS TO FORM:
McDonald Carano LLP.

ATTEST:

By _____
Michael Pagni,
WRWC Legal Counsel

By _____
Nancy Parent
Washoe County Clerk



Scope of Services

Northern Nevada Water Planning Commission
and Washoe County

Phase 1 - Steamboat Irrigation Ditch Evaluation

March 2020



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Project Understanding

The irrigation ditches in the Reno, NV area were constructed in the late 1800's to deliver irrigation water from the Truckee River to water rights holders in the Truckee Meadows. These ditches are constructed with minimal slope parallel to the contours and with sufficient capacity to convey irrigation water only. Since these ditches follow the contours, numerous natural drainages cross these irrigation ditches with a range of conditions. Some have culverts that pass natural drainage flows under the ditch. At many locations the ditches intercept natural flows resulting in overflows or redirection of natural flows.

When these ditches were originally constructed, there was very little urban development adjacent to those ditches. As urban development has occurred around these ditches, issues have arisen with regard to urban storm drainage systems discharging to the ditches as well as unpredictable locations of overflow that causes damage to urban development. This is a common issue throughout the West as urbanization has occurred in areas originally developed with agricultural uses. Often this change in land uses and need to manage stormwater within and around these ditches has resulted in legal challenges related discharges of urban storm drainage into these ditches or the damages caused by irrigation ditch overflows into urban development. As development occurs replacing irrigated areas, the water rights holders receiving their water delivered by these ditches also decreases over time.

Within the Reno metropolitan area there are multiple irrigation delivery ditches that include the Steamboat, Highland, Cochran, and Lake Ditches. Responsibility for these ditches has also partially/solely shifted to the municipal agencies (Washoe County and the City of Reno) over time. These changing land uses, flooding, and storm drainage issues require long term solutions for management of both storm water and irrigation deliveries to water rights holders as these needs are anticipated to change in the future.

This effort will focus on the evaluation of a portion of Steamboat Irrigation Ditch (Ditch) through the urbanized areas within the jurisdictions of Washoe County and the City of Reno between Hunter Creek and Evans Creek. This effort is intended to provide flexible support to the Northern Nevada Water Planning Commission, Washoe County, and the City of Reno for the assessment of potential flood control outlet improvements on the Steamboat Ditch.

The segment of the Steamboat Irrigation Ditch to be included in this evaluation are shown on Figure 1:

- Steamboat Ditch from the crossing over Hunter Creek to the crossing over Evans Creek downstream from Ridgeview Lane (approximately 11 miles).

Evaluation of this challenge will require a phased approach beginning with initial condition assessment, problem and needs identification, infrastructure planning and then implementation. Those phases will include:

Phase 1 – System Inventory and Problem Identification

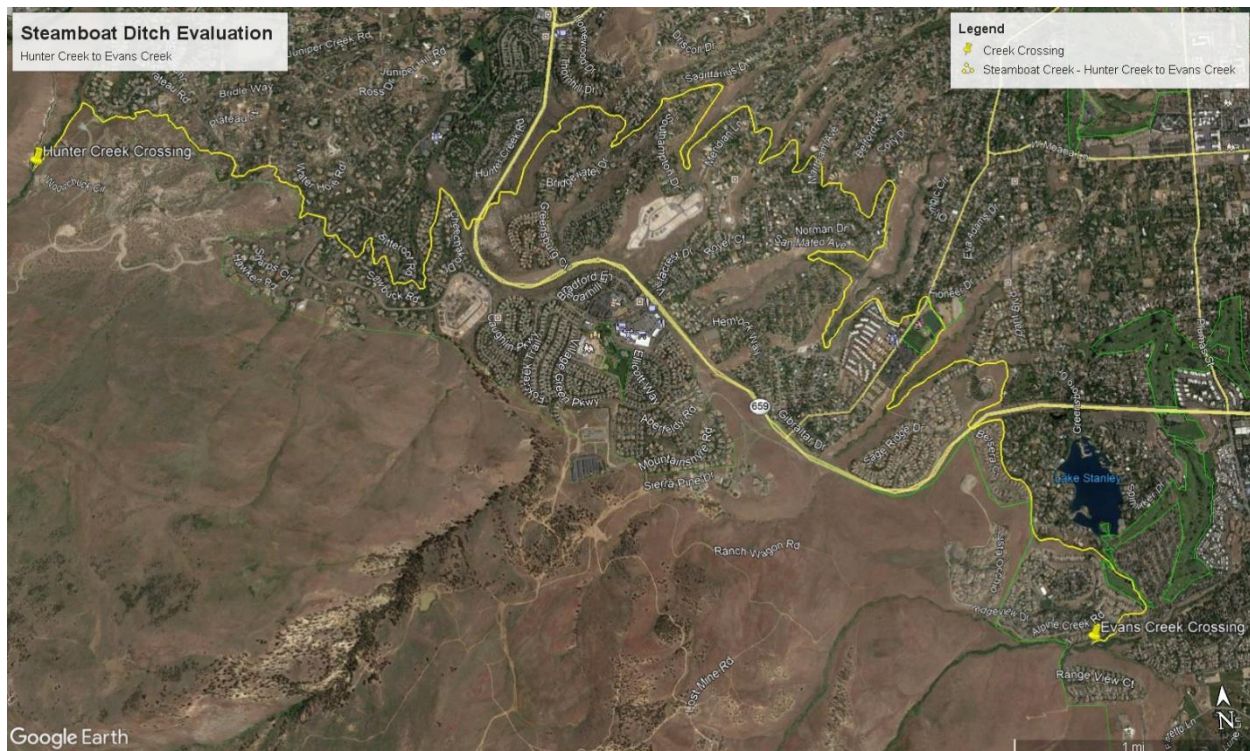
Phase 2 – Evaluation of Alternatives and Priorities

Phase 3 – Design and Construction

This scope of services is intended to address Phase 1 only. Phase 1 may include:

1. Coordination and technical support with the NNWPC, Washoe County, the City of Reno, and the SDC toward flood control solutions on the Steamboat Ditch that provide mutual benefits to these entities.
2. High-level system inventory, and hydraulic and physical condition assessment of the Ditch.
3. Identification of known/past problem areas associated with blowouts or limited hydraulic capacity with the Ditch
4. Watershed and storm drainage system contribution assessment
5. Opportunity assessment to safely spill excess stormwater runoff from the Ditch without causing damage to existing downstream properties
6. Other technical support tasks identified during the course of this effort as approved by the NNWPC or their agent.

Figure 1: Study Area.



HDR understands that the Steamboat Ditch Company (SDC) has initiated an effort to improve two (2) existing flood control outlet locations between Hunter Creek and Alum Creek. This effort anticipates coordination with the SDC during this evaluation to the mutual benefit of both parties.

1 Project Management and Coordination

HDR project management activities include project initiation, invoicing, project tracking, internal resources management, client coordination, and project coordination. These activities will be conducted to consistently monitor project progress, anticipate project needs, and implement action plans to maintain scope, fee, and schedule to the extent possible. For the purpose of this contract, Washoe County staff are assumed to manage this contract on behalf of the Northern Nevada Water Planning Commission and the direction given to HDR as part of this effort.

1.1 Project Initiation

Upon approval of the agreement, HDR personnel will conduct management activities related to the initiation of the project. These will include contract initiation, preliminary project review, and electronic project setup.

1.2 Invoicing and Progress Tracking

Schedule and budget progress will be reported through submission of monthly invoices. Monthly invoices will include summary of tasks worked on in that period, cost to date, and funds remaining for the project to assist the Washoe County (WC) project manager track progress and project spending.

1.3 Project Coordination

HDR's Project Manager will work with the NNWPC, WC, and City of Reno (City) staff to facilitate regular communication and transfer of information with the project team. Internal and client project meetings will be held as necessary via conference call or in-office meetings at the WC or City offices.

1.4 Quality Assurance/Quality Control

HDR will perform internal QA/QC activities related to project initiation and management in accordance with HDR's internal policies and procedures. HDR will also perform QA/QC on products delivered to NNWPC, Washoe County, and the City of Reno using the aforementioned internal policies.

Assumptions:

- Project management tasks are estimated based upon anticipated project duration of 12 months.
- HDR personnel will issue meeting invitations and take meeting notes.

Deliverables:

- Status reports to accompany monthly invoices.

2 Data Collection

2.1 Existing Data

There are a number of datasets that will be beneficial in obtaining and reviewing to get a better understanding of the hydrologic and hydraulic behavior of the study area. These data will help to define the current conditions. This task may include, but may not be limited to:

1. Review of existing reports – Existing reports that pertain to these ditches will be assembled to compile existing information regarding ditch capacity, condition, inventory of structures that provide for roadway and pedestrian crossing of the ditch, drainage structures under the ditch, location of storm drain outfalls etc. This will include the following known reports:
 - Ditch Survey for Steamboat and Cochran Ditches, Gray and Associates (2003)
 - Other documents supplied by the City and WC
2. Review of LiDAR data – It is assumed that WC and the City will provide to HDR all relevant current and historical topographic mapping for the ditch and the upstream contributing watersheds. Existing LiDAR data will be collected from these LiDAR and topographic mapping data sets which will provide additional detail with regard to offsite drainage areas, terrain surrounding the irrigation ditches, location of structures, historical changes, etc.
3. Geographic Information Systems (GIS) data – WC and the City will provide available GIS databases to HDR that are relevant to the nature of this effort at no charge.
4. Interview SDC, City, and WC staff – Interview of SDC maintenance staff is a key component since much of the maintenance history is known well to the irrigation ditch company staff since documentation may be limited. City and WC staff may also have direct experience with known problem locations and key staff will be identified for interviews and data compilation.
5. City of Reno and Washoe County complaint database - Previous complaints of drainage related issues near irrigation ditches will be provided to HDR by the City and WC staff for use in determining known problem locations.
6. Irrigation Ditch Usage/Water Rights Status Review – Based on interviews with the Steamboat Ditch Company and the State Engineer's office, the status of current uses will be evaluated for the purpose of determining the approximate past and future demands for water deliveries within these ditch segments.

2.2 Photographic Data

Readily available historical aerial imagery will be used to assess changes that have occurred within key problem areas that are identified.

2.3 Utility and Facilities Data

1. HDR may contact utility purveyors to collect records of underground utilities that cross or are in the immediate vicinity of the Steamboat irrigation ditch in particular areas of interest.
2. HDR will collect available as-built data for bridges, culverts, pipelines, and etc. from Washoe County, the City, and ditch companies that are associated with the Steamboat Ditch within the project limits as needed for the hydraulic capacity assessment described in Task 5.

Assumptions:

- WC and the City will provide and/or assist in the acquisition of available topographic, LiDAR LAS data, historic photographs, utility, GIS data, and etc. at no charge to HDR.

3 Terrain Development and GIS Database

A terrain surface will be developed for using the latest LiDAR data set for the areas surrounding the irrigation ditches and the upstream contributing watersheds. It may be necessary to also construct limited terrain data sets for other time periods with available data if necessary to assess a historical condition.

Using the data compiled during Task 2, a GIS database will be developed locating the reaches of irrigation ditch to be included in this evaluation, location of key structures and storm drain outfalls and other relevant data.

Assumptions

- Existing terrain datasets will be adequate for this effort.
- Only minimal processing or editing of the data will be necessary to merge the terrains.
- Terrain dataset projection will be in NAD83 State Plane Feet Nevada West.
- Vertical datum will be NAVD 88.
- LiDAR LAS data files will be provided by Washoe County at no expense to HDR.

Deliverables

- Combined terrain dataset in GeoTiff format.

4 Field Review and System Inventory

Using the GIS database developed in Task 3, a field review will be performed for the project reach to assess the completeness of the database compiled from available data. Any missing, major outfalls or structures will be field located and sizes documented.

The field review will also attempt to identify general condition, problem area identification and conditions surrounding natural drainage crossings of the irrigation ditch.

5 Hydrologic/Hydraulic Data Development

For the purpose of this initial assessment, the hydrologic assessment will be limited to the following:

1. Delineation of upstream contributing areas to each irrigation ditch segment and natural drainage crossing of the ditch using the topographic data sets provided in Task 2 and associated terrain data sets developed in Task 3, above.
2. Review of existing relevant hydrologic studies available from the City and Washoe County collected in Task 2.
3. Estimation of rainfall excess relationships from regional studies, existing studies, and available technical documents (no detailed hydrologic modeling will be performed) in order to identify reaches of irrigation channels that are subjected to significant offsite flow contributions. The rain-on-grid capabilities contained within the USACE HEC-RAS (latest version) program (or similar) may be used to simulate runoff responses from the tributary watersheds.
4. Estimation of the hydraulic capacity of specific reaches of the Steamboat Ditch using HEC-RAS program based on available LiDAR data and the field survey data collected by subcontractor. The intent of the hydraulic models is to qualitative estimate the hydraulic capacities of segments of the ditch within the project limits and identify locations that are or may be prone to overtopping/breaching.

6 Problem Area Identification and Opportunity Assessment

Based on the information compiled in Tasks 1 to 5, problem areas will be identified based on system capacity limitations, offsite flow contributions, topographic characteristics of the ditch embankments and related structures, and known problem locations. This task is intended to be flexible and allow WC to provide direction to HDR during the course of this preliminary evaluation effort. Work efforts may include:

HDR will coordinate with WC, the City, and identified stakeholders to review the findings of Tasks 1 to 6 and to review potential opportunities for improving existing conditions.

Assess whether upstream development has contributed to past ditch overflow events. Determine which developments were constructed after the change in drainage criteria regarding discharge of storm flows into existing irrigation ditches.

If requested, HDR (by subcontractor) will collect basic field survey data for major hydraulic structures, including existing culverts, overflow structures, and representative ditch cross sections (if necessary) and invert elevations in order to inform the hydraulic capacity estimates of the various reaches of the ditch within the project limits. Field surveying will only be performed following written approval from WC.

For the purpose of this initial assessment, the potential range of opportunities may be identified for future evaluation. Final alternatives will need to be based on additional data that would include, but not be limited to; more detailed utility information, storm drainage system inventory data, existing turnout structures, survey data, alternatives analyses, and design-level engineering and cost estimates. This initial assessment is intended to identify the key locations where irrigation ditch overflow locations may be considered and the potential range of conveyance options and impacts downstream.

Phase 1 efforts will be summarized in a technical report that describes the information compiled in Phase I, coordination activities and findings.

Assumptions

- One draft version of the report and one final version of the report is assumed. The draft will be reviewed by the staff of WC and the City. One review meeting is also assumed to discuss the comments WC and the City and desired report revisions. The final report will incorporate the revisions discussed during the review meeting.

Deliverables

- One digital and 2 paper copies of the report will be provided to the City and WC each.

7 Schedule

HDR personnel will work with NNWPC and Washoe County upon Notice to Proceed (NTP) to develop a project schedule. Project schedule will be finalized within three (3) weeks of Notice to Proceed. Initially, HDR assumes that all work will be completed within 12 months of the NTP.

8 Budget

Major budget items are summarized below:

Table 1: Anticipated project budget

1	Project Management & Coordination	\$26,911
2	Data Collection	\$19,125
3	Terrain Development & GIS Database	\$15,891
4	Field Review and System Inventory	\$21,189
5	Hydrologic/Hydraulic Data Development	\$23,067
6	Problem Area Identification and Opportunity Assessment	\$63,393
Total		\$169,576