

Churchill County
Agenda Report

Agenda Item: 8:25

Date Submitted: 09/20/07

Agenda Date Requested: 10/01/07
Time Requested: Appointment

To: Honorable County Commissioners
From: Eleanor Lockwood, Planning Director
Subject Title: Consideration and possible action on Interlocal Cooperative Agreement between Lahontan Conservation District and Churchill County Board of County Commissioners

Type of Action Requested: (check one)

- Resolution
- Formal Action/Motion
- Ordinance
- Other (Specify)

Does this action require a Business Impact Statement? () Yes (X) No

Recommended Board Action: Motion to approve the interlocal cooperative agreement for one year between Lahontan Conservation District and Churchill County Board of County Commissioners for services provided by Conservation District effective October 1, 2007.

Discussion: Lahontan Conservation District had a contract with the Board that expired. The Conservation District provides soils, wetland and irrigation information to the Planning Department regarding maps that are submitted for approval. They also can provide surveying and conservation practice expertise on county-owned property. The District charges the County \$25 per hour and has averaged \$600 per year for the last 5 years. This funding is separate from grant match, Carson River cleanup or other projects. Larger projects, such as revegetation projects, are done on an individual contract basis.

Fiscal Impact: \$600

Explanation of Impact: Map review

Funding Source: Map review fees collected by Planning Department

Alternatives: Not receive soils, wetlands, and irrigation information pertaining to potential parcel maps and subdivisions.

Prepared By: Terri Pereira

Date: 9/14/07

Reviewed By: Eleanor Lockwood
(Department Head)

Date: 9/14/07

[Signature]
(County Comptroller)

Date: 9/17/07

[Signature]
(County Manager)

Date: 9/18/07

[Signature]
(District Attorney, as to legality and form only)

Date: 9/18/07

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

INTERLOCAL COOPERATIVE AGREEMENT
between
LAHONTAN CONSERVATION DISTRICT
and
CHURCHILL COUNTY COMMISSIONERS

THIS Agreement is made and entered into as of the 1st day of October, 2007, by and between the following parties:

- (1) Lahontan Conservation District, a special district of the State of Nevada, hereinafter called "District", and
- (2) Churchill County, a political subdivision of the State of Nevada hereinafter called "County".

PURPOSE

- A. The District and County share a common and vested interest in the sustainability and multiple uses of the natural resources of the County.
- B. The District and County agree to carry out common objectives to further national, state and local natural resource conservation programs that benefit the County, its citizens and the District's cooperators.
- C. The District and the County are authorized to contract with each other for the joint exercise of any member's power under Chapter 277 of the Nevada Revised Statutes (NRS).

AGREEMENTS

NOW, THEREFORE, both the District and the County deem it mutually advantageous to cooperate in this undertaking, and therefore agree to the following:

- (1) Effective Date: This Agreement shall become effective as of October 1, 2007, upon its execution by each party and shall be for a period of one year beginning on the effective date and may be renewed upon such terms and conditions as may be contained herein.
- (2) The District agrees:
 - a. To furnish qualified personnel. The personnel remain administratively responsible to the District, including the setting of duties and workload priorities, work hours and days, salary payment and other items associated with an employer-employee relationship. The District personnel are not to be considered

County employees and they are not entitled to County employee benefits. The District will work closely with the local Natural Resources Conservation Service (NRCS) office to provide additional technical expertise when deemed necessary.

- b. The personnel will assist the County and/or any of its representatives with activities, which include, but are not limited to:
 - i. Technical support, which includes, but is not limited to, surveying, design and certification of conservation practice activities on county-owned or maintained property.
 - ii. Will provide consultation to the Churchill County Planning Commission and Planning Department on issues such as dust and weed control, abandoned farmland and revegetation issues. Will participate in and provide resource information for county zoning and master plan development.
 - iii. Will conduct subdivision reviews. Subdivision proposals will be reviewed with the technical support from NRCS. The following areas will be evaluated: prime farmland, potential wetlands and hydric soils, and highly erodible land units. Soils interpretation reports and adequacy of irrigation systems, drains and irrigation easements will be evaluated. Findings and resource concerns will be reported to the planning department.
 - iv. Personnel will make resource presentations to Churchill County Commissioners and Planning Commission upon request.

(3) The County agrees to:

- a. Provide the District with assistance requests in a timely manner in order that the District can prioritize its assistance and project scheduling needs.
- b. Provide county resource information and make available at no cost to the District reproductions of requested material to carry out the functions of this position.
- c. Map review reimbursement will be made on a quarterly basis with the District providing the necessary billings for payment. Other projects will be reimbursed on a case by case basis.

(4) It is mutually agreed that:

- a. The County intends to fulfill its obligations stated in this Agreement, but cannot make commitments in excess of appropriated funds authorized by law and administratively made available. If the County cannot fulfill the obligations because of appropriation, this Agreement will automatically terminate and the

County will proportionally reimburse the District for its share of the work completed before the termination.

- b. The District intends to fulfill its obligations under this Agreement subject to the availability of appropriations and in accordance with its authorities.
- c. This Agreement shall be effective on the date appearing in the first paragraph and shall continue in effect through October 1, 2008. It may be renewed for the subsequent fiscal year by an exchange of correspondence between the District Chairperson acting for the District and the Chairperson of the Board of County Commissioners acting for the County.
- d. This Agreement may be amended as agreed to in writing by the parties thereto.
- e. The program or activities conducted under this Agreement will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes; namely Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975.
- f. The Lahontan Conservation District totally accepts any and all responsibility for all of its employees for any injuries, accidents, or other occurrences. Churchill County shall be held harmless and is in no way responsible for any of the occurrences.

LAHONTAN CONSERVATION DISTRICT

BY: _____

TITLE: _____

DATE: _____

CHURCHILL COUNTY COMMISSIONERS

BY: _____

TITLE: _____

DATE: _____