



WASHOE COUNTY

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STAFF REPORT

BOARD MEETING DATE: June 27, 2017

DATE: May 22, 2017
TO: Board of County Commissioners
FROM: Rosemarie Entsminger, Fiscal Compliance Officer, Community Services Department Regional Parks, 328-2044, rentsminger@washoecounty.us
THROUGH: Ben Hutchins, CPA, Director, Finance and Customer Service Division Community Services Department, 954-4646, bhutchins@washoecounty.us
SUBJECT: Recommendation to approve an Interlocal Cooperative Agreement Regarding November 2000 Parks, Trails and Open Space Bonds-Golden Eagle Regional Park Little League Parking Lot [WC-1-\$300,000] between Washoe County and City of Sparks effective June 27, 2017 through June 30, 2018; and authorize the Community Services Department Director to execute the Agreement and all appropriate City of Sparks related agreements and documents. (Commission District 4.)

SUMMARY

In the November 2000 election, voters approved WC-1, authorizing the sale of bonds for the purpose of acquiring, improving and equipping parks, trails and open space. The Washoe County Board of Commissioners (Board) approved a specific project list on April 25, 2000, which included the Spanish Springs Canyon Regional Park, (now known as the Golden Eagle Park & Sports Complex or Golden Eagle Regional Park).

The Park and Sports Complex has been in use for many years and is in need of additional parking facilities to accommodate the heavy use at the little league fields. Three Hundred thousand dollars (\$300,000) in bond proceeds are available to assist City of Sparks in this endeavor. Any costs in excess of this amount will be contributed by the City of Sparks.

This agreement funds the construction of one parking lot with approximately 88 spaces, pole lights, curb, drainage and striping improvements on the north side of the existing Golden Eagle Little League fields.

Strategic Objective supported by this item: Stewardship of our Community.

PREVIOUS ACTION

On March 27, 2007, the Board awarded an Agreement with the City of Sparks for use of WC-1 Bond funds toward the development of the Golden Eagle Regional Park in the amount of \$1,330,850.

AGENDA ITEM # 6

BACKGROUND

Washoe County participated in the construction of the initial Golden Eagle Park and Sports Complex in 2007/2008 by contributing \$1,330,850 of WC-1 proceeds. All additional funding for construction of the sports complex, along with operations, maintenance and improvements are the responsibility of City of Sparks.

The facility is a popular site and enjoys heavy use as a community and regional location for youth and adult athletics. The original master plan included additional parking, which has proved to be badly needed. Sparks proposes to construct a new parking lot on the north side of the existing little league fields with approximately 88 spaces. Once again, Washoe County has the opportunity to partner with City of Sparks to enhance the facility and alleviate the parking problems currently experienced by our community and visitors.

The Sparks City Council will consider approval of this agreement at their June 26 meeting.

FISCAL IMPACT

Fiscal Year 2016-17 (\$300,000) appropriations are available in Parks Capital Fund 404, project PK052212-710400. If the agreement is approved, it will be immediately encumbered. Sparks estimates the cost of the parking lot is \$328,188. Washoe County, through its WC-1 bond proceeds, will contribute \$300,000; Sparks will contribute anything above \$300,000 required to complete the project and will maintain the parking lot. This project will not result in a County asset.

RECOMMENDATION

It is recommended the Board of County Commissioners approve an Interlocal Cooperative Agreement Regarding November 2000 Parks, Trails and Open Space Bonds-Golden Eagle Regional Park Little League Parking Lot [WC-1-\$300,000] between Washoe County and City of Sparks effective June 27, 2017 through June 30, 2018; and authorize the Community Services Department Director to execute the Agreement and all appropriate City of Sparks related agreements and documents.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion would be: "Move to approve an Interlocal Cooperative Agreement Regarding November 2000 Parks, Trails and Open Space Bonds-Golden Eagle Regional Park Little League Parking Lot [WC-1-\$300,000] between Washoe County and City of Sparks effective June 27, 2017 through June 30, 2018; and authorize the Community Services Department Director to execute the Agreement and all appropriate City of Sparks related agreements and documents."

**INTERLOCAL COOPERATIVE AGREEMENT REGARDING
NOVEMBER 2000 PARKS, TRAILS AND OPEN SPACE BONDS -
GOLDEN EAGLE REGIONAL PARK LITTLE LEAGUE PARKING LOT**

This agreement is entered into this _____ day of _____ 2017, by and between Washoe County, a political subdivision of the State of Nevada (“Washoe County”) and City of Sparks, a political subdivision of the State of Nevada (“Sparks”) and together with Washoe County, the (“Parties”).

WHEREAS, the Parties are public agencies as defined under Nevada Revised Statutes (“NRS”) 277.100;

WHEREAS, NRS 277.180(1) provides that 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 of the contracting agencies is authorized to perform by law;

WHEREAS, in the November 2000 election, Washoe County voters approved Washoe County Question No. 1 (“WC-1”) authorizing the County to issue \$38,300,000 of general obligation bonds of which \$10,000,000 was to be used for construction of two libraries and \$28,300,000 was to be used for the purpose of acquiring, improving and equipping parks, trails and open space;

WHEREAS, on April 25, 2000, Washoe County approved a list of WC-1 projects which included the Spanish Springs Canyon Regional Park, also known as Golden Eagle Regional Park;

WHEREAS, the parties desire to document, by this Agreement, a funding arrangement pursuant to which Washoe County will provide Three Hundred Thousand Dollars (\$300,000) to Sparks for the Golden Eagle Regional Park Little League Parking Lot Project;

NOW, THEREFORE, in consideration of the premises and mutual promises set forth below, the Parties covenant and agree as follows:

1. Project Scope of Work

Project scope will consist of the construction of one parking lot, with approximately 88 spaces, pole lights, and curb, drainage and striping improvements, on the north side of the existing Golden Eagle Little League fields.

2. Exhibits

Attached hereto and incorporated herein are the following Exhibits

Exhibit A – Vicinity Map and project location

Exhibit B – Work Plan

3. Term This Project Funding Agreement shall be effective from _____, 2017 to June 30, 2018, unless sooner terminated by either party as specified in paragraph 17 herein.
4. Engagement of Consultant & Construction Services and Project Funds. Sparks is hereby authorized to engage necessary, qualified and competent consultants, contracts and construction services to complete the Golden Eagle Regional Park Little League Parking Lot Project.
5. Consultant Service Qualifications and Requirements. By execution of this agreement, Sparks covenants to perform or covenants to have a third-party perform the necessary services, qualified, and competent design, survey, engineering, materials and utility testing, construction services and related work, to complete the Golden Eagle Regional Park Little League Parking Lot Project in compliance with all applicable federal, state, local laws and applicable regulations, as well as the terms and conditions of this agreement
5. Authorized Funds. The total estimated Project cost is \$328,188 as identified in Exhibit B. Washoe County has allocated the amount of \$300,000 from the WC-1 Parks, Trails and Open Space bond toward improvements identified in Project. If the total amount of WC-1 Funds set forth in this Section 5 is not needed to complete the Project, the unspent balance of such funds, along with any accrued interest income, will be transferred to Washoe County within thirty (30) days of determination for subsequent re-allocation. City of Sparks is solely responsible for any Project costs that exceed Washoe County's total WC-1 contribution amount of \$300,000.
6. Obligation of Funds. The Golden Eagle Regional Park Little League Parking Lot Project shall be completed no later than June 30, 2018, unless otherwise extended, in writing, by mutual agreement of the Parties.
7. Invoices. Payment shall be made to Sparks upon presentation of invoices, accompanied by supporting documentation. Supporting documentation includes an exact itemization of project expenditures for the period of the invoice, a listing of check numbers, amounts and payees for the period, copies of itemized invoices for all expenditures and copies of properly documented timesheets or labor reports. Washoe County shall cause payment to be made within thirty (30) days of receipt of complete, undisputed invoices. Washoe County reserves the right to withhold WC-1 funds in the event that Sparks, its agents, representatives, contractors or subcontractors fail to perform in accordance with applicable laws and regulations and this agreement. For any costs incurred by Sparks after the execution date of this agreement that are directly related to the Golden Eagle Regional Park Little League Parking Lot Project, Washoe County shall reimburse Sparks for those authorized costs, charges and expenses as long as the total amount reimbursed does not exceed Three Hundred Thousand dollars (\$300,000). Sparks shall be solely responsible for any costs, charges and expenses of the Golden Eagle Regional Park Little League Parking Lot Project in excess of that amount.

8. Sparks's Representations and Warranties. Sparks represents and warrants to Washoe County as follows:

8.1 Status, Power and Authority. Sparks a political subdivision of the State of Nevada, duly organized and validly existing with all requisite power and authority to enter into and carry out its obligations under this agreement.

8.2 Due Authorization, Execution and Delivery. The execution, delivery, and performance of this agreement by the persons executing the same on behalf of Sparks have been duly and validly authorized.

8.3 Legal, Valid, Binding and Enforceable. This agreement and the other agreements and instruments contemplated hereby constitute legal, valid and binding obligations of Sparks, enforceable in accordance with their respective terms, except as limited by applicable laws of federal, state and local applicability.

9. Indemnification. Washoe County and Sparks agree that each will 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 or servants in connection with the performance of obligations assumed pursuant to this agreement.

The Parties further agree, to the extent allowed by law pursuant to NRS Chapter 41, to hold harmless, indemnify and defend each other from all losses, liabilities or expenses of any nature to the person or property of another, to which each 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, agents, contractors, subcontractors or servants of the other.

10. Auditing/Reporting Requirements. Sparks shall provide Washoe County with quarterly status reports, quarterly full-cost accounting reports, periodic cash flow projections, any other documentation as reasonably required, and a final report within sixty (60) days after completion of the Golden Eagle Regional Park Little League Parking Lot Project. The final report shall provide brief statements addressing any problems encountered, time delays, if any, and any adjustments to the anticipated completion date. Quarterly reports shall be due
Jan-March activity due April 15
April-June activity due June 15,
July-Sept. activity due Sept. 15
Oct-Dec. activity due Jan. 15

11. Records Retention. In accordance with NRS Chapter 239, Sparks agrees to maintain all records relevant to the Project. Additionally, Sparks must keep records at least six (6) years from the end of the Washoe County's fiscal year (July-June) in which the Project was completed. If any litigation concerning the Project is begun before the

expiration of this six (6) year period, the individual file must be retained for six (6) calendar years from the date of resolution of the litigation; and before any files are destroyed recipient must contact the Washoe County Community Services Department to obtain and verify final disposition instructions. This requirement also applies to Sparks contractors and any subcontractors.

12. Entire Agreement. This agreement represents the full and complete understanding by the Parties and changes may be made only with the approval of the Parties.

13. Assignment. This agreement shall be binding upon the Parties, their representatives, successors and assigns. No assignment or transfer of this agreement or any part thereof shall occur unless mutually agreed upon in writing by the Parties.

14. Modification. This agreement may be modified in writing and signed by the Parties.

15. Severability. Each paragraph and provision of this agreement is severable, and if one or more paragraphs or provisions of this agreement are declared invalid, the remaining paragraphs and provisions of this agreement will, if possible, remain in full force and effect.

16. Notices. All notices required by this agreement shall be in writing, must be sent to the addresses provided below and are deemed effective upon placement in the United States Mail, postage prepaid addressed to:

Washoe County Community Services Department
David Solaro, Director
P.O. Box 11130
Reno, NV 89520-0027
775-823-6500

City of Sparks
Brian Cason, P.E., S.E., Capital Projects Manager
P.O. Box 857
Sparks, NV 89432
775-353-4083

17. Termination. Any of the Parties, in writing, may terminate this agreement at any time with thirty (30) days advance written notice to the other party.

18. Covenants of Further Assurance. The Parties covenant and agree to act in good faith and to take such further action as may be required to fully effectuate the intentions of the Parties.

19. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Nevada regardless of the fact that any of the Parties may be or may become a resident of a different country, state, or jurisdiction. Any suit or action arising out of this agreement shall be filed in a court of competent jurisdiction within the County of Washoe, State of Nevada. The Parties hereby consent to the personal jurisdiction of such courts within Washoe County, State of Nevada. The Parties hereby waive any objections to venue in such courts within Washoe County, State of Nevada.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day of _____, 2017

CITY OF SPARKS

Geno Martini, Mayor

STATE OF NEVADA
COUNTY OF WASHOE

On this ____ day of _____, 20____, personally appeared before me, a Notary Public, _____, who acknowledged to me that he/she executed the foregoing Agreement.

NOTARY PUBLIC

COUNTY OF WASHOE

Dave Solaro, Director Community
Services Department

STATE OF NEVADA
COUNTY OF WASHOE

On this ____ day of _____, 20____, personally appeared before me, a Notary Public, _____, who acknowledged to me that he/she executed the foregoing Agreement.

Notary Public

EXHIBIT A VACINITY MAP & PROJECT LOCATION

Golden Eagle Regional Park Little League Parking Lot



EXHIBIT B WORK PLAN

Project: Construction of one parking lot, with approximately 88 spaces, pole lights, and curb, drainage and striping improvements, on the north side of the existing Golden Eagle Little League fields.

Estimated time-line:

Design	Jul 2017
Bid	Aug 2017
Construction	Sep-Nov 2017

Estimated construction cost:

GOLDEN EAGLE LITTLE LEAGUE PARKING LOT ADDITION

Parking Lot (88 spaces) (3"				
AC/6" Base)	30,000	SF	\$3.50	\$105,000.00
Roadway to Parking Lot	13,500	SF	\$3.50	\$47,250.00
Sidewalk	1,800	SF	\$12.00	\$21,600.00
Pole Lights	10	EA	\$4,500.00	\$45,000.00
Electrical Work	1	LS	\$30,000.00	\$30,000.00
Post Curb	600	LF	\$20.00	\$12,000.00
Striping	1,600	LS	\$0.40	\$640.00
Drainage Improvements	1	LS	\$12,000.00	\$12,000.00
			Total =	\$273,490.00
Design & Const Admin	10%			\$27,349.00
10% Contingency	10%			\$27,349.00
			Total Construction/Design =	\$328,188.00