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INTERLOCAL COOPERATIVE AGREEMENT  
FOR  
AUTUMN HILLS FIRE RESTORATION

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BARBARA REED  
CLERK

BY [Signature] DEPUTY

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of August, 1996, by and between DOUGLAS COUNTY, NEVADA, hereinafter called COUNTY, the STATE OF NEVADA, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, DIVISION OF FORESTRY, hereinafter called NDF; both referred to as SPONSORS, and the UNITED STATES DEPARTMENT OF AGRICULTURE, NATURAL RESOURCES CONSERVATION SERVICE, hereinafter called NRCS.

WITNESSETH:

WHEREAS, during June 1996 a fire consumed approximately 3,400 acres of vegetation; and

WHEREAS, due to this fire, wind and water erosion will be increased in and around the Autumn Hills community; and

WHEREAS, Nevada Revised Statute chapter 277 authorizes Douglas County to enter into cooperative agreements with other governmental agencies; and

WHEREAS, Nevada Revised Statute 527.220 authorizes the state forester to enter into cooperative agreements with other governmental agencies; and

WHEREAS, NRCS is a duly constituted branch of the United States Government, and as such is authorized to enter into agreements with other agencies, including State Departments; and

WHEREAS, under the provisions of Section 216, Public Law 81-516 and Section 403 of Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, the COUNTY, NDF, and NRCS agree to a plan which provides for restoration of the burned areas on private lands in and around the Autumn Hills community; and

NOW, Therefore, in consideration of the premises and mutual covenants hereinafter contained, it is agreed as follows:

- A. It is agreed that the following described work is to be constructed at an estimated cost of \$140,000.00
  1. Reseeding approximately 2,220 acres of burned areas on private lands where the soils and topography are conducive to growth.
  2. Installing approximately 40 small grade control structures in channels to reduce erosion.
  3. Constructing three small sediment basins and cleaning two large sediment basins.

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**B. The SPONSORS Agree:**

1. To provide 25 percent of the total installation cost of the work described in A. This cost is estimated to be \$35,000.00.
2. To administer their actions under this agreement in accordance with OMB Circular A-102, A-87, A-128, and other rules referenced in 7 CFR 3015.
- 3a. To provide necessary facilities, etc. to provide seed for the works of improvement described in A.1. This cost is estimated to be \$80,000.00.
- 3b. To provide necessary facilities, etc. to broadcast seed and hand rake approximately 460 acres and range drill approximately 270 acres of the area described in A.1. at an agreed-to price of \$32,000.00.
- 3c. To carry out the work described in A.2. at an agreed-to price of \$2,000.00.
4. To coordinate labor forces and equipment for the broadcasting and drilling of the seed and installation of the grade control structures.
5. To provide NRCS with documentation for their costs associated with the purchase of the seed.
6. To bill NRCS using Standard Form 270, Request for Advancement or Reimbursement. Documents are to be sent to:  
Natural Resources Conservation Service  
5301 Longley Lane, Building F, Suite 220  
Reno, NV 89511  
Attention: Maggie Liebel
7. If the Sponsors' expenses do not equal their 25 percent share, to pay NRCS within 30 days of receipt of an invoice for the amount necessary to equal their 25 percent share.
8. To designate an individual to serve as liaison between SPONSORS and NRCS, listing his or her duties, responsibilities, and authorities. Furnish this information in writing to the attention of the NRCS representative at the address listed under paragraph 1 of Section D.
9. To accept all financial and other responsibility for excess costs resulting from their failure to obtain or their delay in obtaining adequate land rights, permits, and licenses needed for the work described in Section A.
10. Upon acceptance of the work by NRCS, assume responsibility for maintenance of the structural work described in Section A.2. and A.3. for a period of one year.
11. To comply with requirements of the Special Provisions which are included in Attachment A to this agreement.

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**C. NRCS Agrees:**

1. To provide 75 percent of the total installation costs described in A. This cost is estimated to be \$105,000. The total NRCS share cannot exceed \$125,000.00.
- 2a. To contract for the aerial seeding of approximately 1,490 acres and the work described in A.3. in accordance with Federal contracting procedures. The cost is estimated to be \$25,000.00.
- 2b. To provide miscellaneous materials for the work described in Section A. at an agreed to price of \$1,000.00.
3. To designate an individual to serve as liaison with the SPONSORS, listing his or her duties, responsibilities, and authorities. Furnish this information in writing to the SPONSORS.
4. To provide authorized technical services, including but not limited to obtaining basic information; preparation of drawings; designs, and specifications; and performance of layout, inspection services, and quality control during construction.
5. To make changes in the work described in Section A. as mutually agreed upon with the SPONSORS, and modify the contract accordingly.
6. To arrange for and conduct final inspection of the completed works of improvement with the SPONSORS to determine whether all work has been performed in accordance with the contractual requirements and to accept the work and notify the SPONSORS of acceptance.
7. Upon completion of the work and receipt of all necessary cost data, invoice the SPONSORS for their share of the cost of constructing the work described in A, if it does not equal their 25 percent share.
8. To pay the SPONSORS, within 30 days of receipt of an invoice and Standard Form 270, for any costs they contributed in excess of their 25 percent share as determined by NRCS after completion of the work. Partial payment may be made for 75 percent of the cost for the purchase of the seed.

**D. It Is Mutually Agreed That:**

1. The initial addresses of the parties, which one party may change by giving notice to the respective other parties, are as follows:

**COUNTY:**

Robert L. Allgeier,  
Chairman  
Board of County  
Commissioners  
c/o Richard Mirgon  
Emergency Management  
P.O. Box 218  
Minden, NV 89423  
(702) 782-9977

**NDF:**

Roy Trenoweth  
State Forester  
c/o Pete Anderson  
Nevada Division of Forestry  
123 West Nye Lane  
Carson City, NV 89710  
(702) 687-4350

**NRCS:**

William D. Goddard  
State Conservationist  
c/o James Louthan, P.E.  
NRCS  
5301 Longley Lane  
Bldg. F, Suite 201  
Reno, NV 89511  
(702) 784-5863

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2. No member of or delegate to Congress or Residential Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with corporation for its general benefit.
3. The furnishing of financial and other assistance by NRCS is contingent on the availability of funds appropriated by Congress from which payment may be made and shall not obligate NRCS upon failure of the Congress to appropriate funds.
4. This agreement may be temporarily suspended by any party if it is determined that corrected action by the SPONSORS or NRCS is needed to meet the provisions of the agreement. Further, the NRCS or SPONSORS may suspend this agreement when it is evident that a termination is pending. The NRCS or SPONSORS shall be promptly notified in writing of the determination and reasons for the termination, together with the effective date. Payments or recoveries made by the NRCS or SPONSORS under this termination shall be in accordance with the legal rights and liabilities of the NRCS and SPONSORS.
5. The program conducted will be in compliance with the nondiscrimination provisions as contained in Title 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, the Age Discrimination Act of 1975, and in accordance with regulations of the Secretary of Agriculture (7 CFR-15, Subparts A & B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status or handicap, be excluded from participation in or be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.
6. This agreement constitutes the full and final agreement between the parties. This agreement shall not be modified unless in writing and signed by all parties.
7. This agreement is not intended to confer and does not confer any benefits upon persons or entities who are not a party to this agreement.
8. Whenever the services covered by this agreement have been completed, accepted by all parties and final invoices paid this agreement shall be terminated.

In Witness Whereof, the parties have caused this agreement to be executed by their authorized representatives on the day and year first above written.

**SPONSORS**

**DOUGLAS COUNTY, NEVADA  
BOARD OF COUNTY COMMISSIONERS**

*Robert L. Allgeier*  
Robert L. Allgeier, Chairman

8/8/96  
Date

Approved as to form:  
Scott W. Doyle  
District Attorney

*Scott W. Doyle*

8/7/96  
Date

\*\*\*\*\*

**STATE OF NEVADA  
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
DIVISION OF FORESTRY**

*Roy Trenoweth*  
Roy Trenoweth, State Forester

8/2/96  
Date

Approved as to form:  
Frankie Sue Del Papa  
Attorney General

*George H. Taylor*  
George Taylor, Deputy Attorney General

8/5/96  
Date

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**UNITED STATES DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE**

*William D. Goddard*  
William D. Goddard, State Conservationist

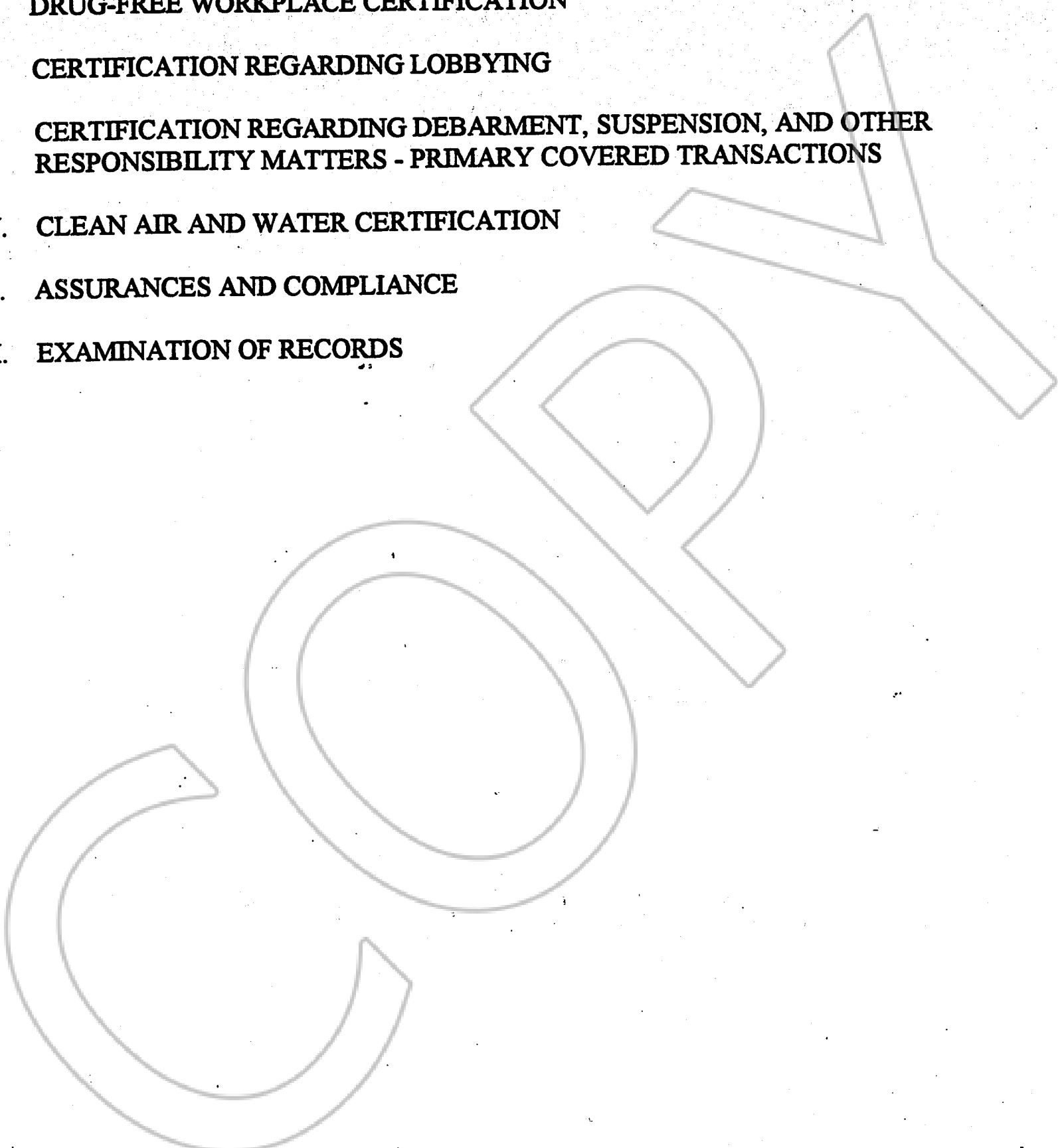
8/12/96  
Date

ATTACHMENT: Special Provisions - Attachment A

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**ATTACHMENT A - SPECIAL PROVISIONS**

- I. DRUG-FREE WORKPLACE CERTIFICATION**
- II. CERTIFICATION REGARDING LOBBYING**
- III. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**
- IV. CLEAN AIR AND WATER CERTIFICATION**
- V. ASSURANCES AND COMPLIANCE**
- VI. EXAMINATION OF RECORDS**



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## ATTACHMENT A - SPECIAL PROVISIONS

The signatories agree to comply with the following special provisions which are hereby attached to this agreement.

### I. Drug-Free Workplace

By signing this agreement, the sponsors are providing the certification set out below. If it is later determined that the sponsors knowingly rendered a false certification, or otherwise violates the requirement of the Drug-Free Workplace Act, the Service, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including; (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching rerequirements; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

#### Certification:

A. The sponsors certify that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about--

(1) The danger of drug abuse in the workplace;

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- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

- (1) Abide by the terms of the statement; and

- (2) Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction,

(e) Notifying the Service in writing, within ten calendar days after receiving notice under paragraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted --

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

(h) Agencies shall keep the original of all disclosure reports in the official files of the agency.

B. The sponsors may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.

II. Certification Regarding Lobbying (7 CFR 3018) (Applicable if this agreement

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exceeds \$100,000) - The sponsors certify to the best of their knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the sponsors, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, and officer or employer of Congress, or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The sponsors shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**III. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions, (7 CFR 3017)**

- (1) The sponsors certify to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by an Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application proposal has one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the primary sponsor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

#### IV. Clean Air and Water Certification

(Applicable if this agreement exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8 (c) (1) or the Federal Water Pollution Control Act (33 U.S.C. 1319 (c) and is listed by EPA, or is not otherwise exempt.)

The project sponsoring organization(s) signatory to this agreement certifies as follows:

- (a) Any facility to be utilized in the performance of this proposed agreement is \_\_\_\_\_, is not , listed on the Environmental Protection Agency List of Violating Facilities.
- (b) To promptly notify the NRCS liaison prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- (c) To include substantially this certification, including this subparagraph (c), in every nonexempt subagreement.

#### CLEAN AIR AND WATER CLAUSE

(Applicable only if the agreement exceeds \$100,00 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. (1319 (c)) and is listed by EPA or the agreement is not otherwise exempt.)

A. The project sponsoring organization(s) signatory to this agreement agrees as follows: **394427**

**BK 0896 PG 2962**

- (1) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this agreement by NRCS.
- (2) That no portion of the work required by this agreement will be performed in a facility listed on the Environmental protection Agency List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.
- (3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.
- (4) To insert the substance of the provisions of this clause in any nonexempt subagreement, including this subparagraph A.(4).

**B. The terms used in this clause have the following meanings:**

- (1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Public Law 91-604).
- (2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- (3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), and approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- (4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharged by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by

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section 307 of the Water Act (3 U.S.C. 1317).

- (5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with the scheduled or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control issued pursuant thereto.
- (6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned or leased, or supervised by a sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collated in one geographical area.

#### V. Assurances and Compliance

As a condition of the grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015, 3016, 3017, 3018 and 3051 which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

#### VI. Examination of Records

Give the Service or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

### NONDISCRIMINATION STATEMENT

This program will be conducted in compliance with the nondiscrimination provisions as contained in Title 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 Amendment of 1972, the Age Discrimination Act of 1975, and in accordance with the regulations of the Secretary of Agriculture (7 CFR 15, Subparts A & B), which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap/disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial and/or technical assistance from the Department of Agriculture or any agency thereof.

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REQUESTED BY  
**DOUGLAS COUNTY**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

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LINDA SLATER  
RECORDER

\$ 0 PAID 2 DEPUTY

**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: August 16, 1996  
B. REED Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By Walt Mullock Deputy

**SEAL**

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