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INTERLOCAL CONTRACT

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An Interlocal Contract between the State of Nevada
Acting by and through its
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES,
DIVISION OF ENVIRONMENTAL PROTECTION
(hereinafter the "Division")
and

99 AUG 19 P2:44

BARBARA REED
CLERK
DEPUTY

DOUGLAS COUNTY COMMUNITY DEVELOPMENT
hereinafter the "Public Agency"

WITNESSETH:

WHEREAS, NRS 277.180 authorizes public agencies, as defined in NRS 277.100, to enter into interlocal contracts; and
WHEREAS, the Division and the Public Agency mutually desire to enter into an interlocal contract for the purposes set forth below; and
WHEREAS, entry into this Interlocal Contract is both necessary and desirable and in the best interests of the State of Nevada;
NOW, THEREFORE, in consideration of the mutual promises of the parties herein, and the aforesaid premises, the parties mutually agree
as follows:

1. This Contract shall not become effective until and unless ratified by the governing body of each party in accordance with NRS 277.180.
2. This Contract shall be effective from date of administrator's signature and terminate on JUNE 30, 2000 unless
sooner revoked by either party as set forth in paragraph 3.

3. This Contract may be revoked without cause by either party prior to the termination date set forth in paragraph 2, provided that a
revocation shall not be effective until 15 calendar days after a party has served written notice by Certified Mail, Return Receipt
Requested, upon the other party at the following address: For the Division: 333 W. Nye Lane, Carson City, Nevada 89710; for the Public Agency:
1594 EMERALDA AVENUE, MINDEN, NEVADA 89423
The Division shall pay for any outstanding and uncancelable commitments incurred prior to service of notice. The final, original billing (facsimiles
are not acceptable) must be received by the Division within thirty-five (35) calendar days after the effective date of said revocation.

4. The basic duties and obligations of the parties, in addition to those set forth elsewhere in this Contract, are as follows:
a. The Public Agency shall perform all services stated in the Project Description or Scope of Work, which is attached hereto as Attachment A and
by this reference incorporated herein and made a part of this Contract, and is entitled: ATTACHMENT "A"

b. The Division, for the services set forth in paragraph 4(a) and performed by the Public Agency, shall make payment as provided in this Contract
including any budget or rates set forth in Attachment A; provided that the Division shall pay no more compensation per individual (including any
subcontractors) than the federal GS-18 daily rate (exclusive of fringe benefits), currently \$56.73 per hour; and shall pay no more than a 16.4%
indirect cost rate (to be applied to direct salaries and fringe benefits only).

5. The total contract amount to be paid by the Division under this Contract is not to exceed \$17,750.00, including both
the cost of services and any agreed travel and per diem. The Division ~~SHALL~~ SHALL NOT (INITIALS: DEP JE; PUBLIC AGENCY JE) reimburse
the Public Agency for travel expenses and per diem allowances at approved State of Nevada rates prevailing when incurred; and, if applicable, not
to exceed a total cost of \$ N/A. The Public Agency shall submit requests for payment for services performed under this
Contract ~~QUARTERLY~~ MONTHLY ~~IN ACCORDANCE WITH ATTACHMENT A~~ (INITIALS: DEP JE; PUBLIC AGENCY JE). The Division shall
only reimburse the Public Agency for actual cash disbursed. Original billings (facsimiles are not acceptable) must be received by the Division no later
than forty (40) calendar days after the end of a month or quarter except at the end of the fiscal year of the State of Nevada (June 30th), the federal
fiscal year (September 30th) or at the expiration date of the grant, at which times original billings must be received by the Division no later than
thirty-five (35) calendar days after these dates. Failure of the Public Agency to submit billings according to the prescribed timeframes authorizes
the Division, in its sole discretion, to collect or withhold a penalty of ten percent (10%) of the amount being requested for each week or portion of
a week that the billing is late. The Public Agency shall provide with each billing a detailed summary of the expenditures (including matching fund
expenditures, if applicable) reported in a form that reflects the approved budget, including a schedule of actual expenditures for the period,
cumulative total expenditures for the entire Contract to date, and a comparison of cumulative total expenditures to the approved budget. Every
schedule shall be itemized by individual budget line items. The Public Agency shall obtain prior approval to transfer funds between budget categories
if the funds to be transferred are greater than ten percent (10%) of the total Contract amount.

6. This Public Agency ~~SHALL~~ SHALL NOT (INITIALS: DEP JE; PUBLIC AGENCY JE), as part of its approved scope of work and
budget under this Contract, provide third party matching funds of not less than \$ N/A. If the Public Agency provides third party
matching funds, the Public Agency shall be subject to additional record-keeping requirements as specified in 40 CFR 31.24 and Attachment B (Third
Party Match Record-Keeping Requirements) which is attached hereto and by this reference is incorporated herein and made part of this Contract.

7. Unless otherwise provided in Attachment A, the Public Agency shall submit quarterly reports or other deliverables within ten (10)
calendar days after the end of each quarter.

8. The terms stated on the reverse side of this Contract are by this reference incorporated herein and made a part of this Contract.

9. The undersigned each certify that they have the full legal authority of their respective party to execute this Contract on behalf of their
party and to thereby legally bind their party, and that the governing body of the Public Agency has ratified this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed, and intend to be legally bound thereby.

DIVISION
By: Allen Biaggi
Signature
Name: Allen Biaggi
Title: Administrator Date: 8/21/99

PUBLIC AGENCY
By: Jacques Etcheeguyhen
Signature
Name: Jacques Etcheeguyhen
Title: Chairman, Douglas County Date: 7-21-99

Contract Control #: DEP00-016

Grant # and Div. #: DIV 10

Grant Expiration Date: 6/30/00

DISTRIBUTION: NDEP Administration, WHITE: Public Agency, GOLDENROD and BLUE: NDEP Bureau Contract Coordinator, GREEN: EPA Region IX,
CANARY.

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10. All payments under this Contract are contingent upon the receipt by the Division of sufficient funds, necessary to carry out the purposes of this Contract, from either the Nevada Legislature or an agency of the United States. The Division shall determine if it has received the specific funding necessary for this Contract. If funds are not received from either source for the specific purposes of this Contract the Division is under no obligation to supply funding for this Contract. The receipt of sufficient funds as determined by the Division is a condition precedent to the Division's obligation to make payments under this Contract. Nothing in this Contract shall be construed to provide the Public Agency with a right of payment over any other entity. If any payments which are otherwise due to the Public Agency under this Contract are deferred because of the unavailability of sufficient funds, such payments will promptly be made to the Public Agency if sufficient funds later become available.

11. Notwithstanding the terms of paragraph 5, at the sole discretion of the Division, payments will not be made by the Division unless all required reports or deliverables have been submitted to and approved by the Division within the schedule stated in Attachment A.

12. Any funds obligated by the Division under this Contract that are not expended by the Public Agency shall automatically revert back to the Division upon the completion, termination or cancellation of this Contract. The Division shall not have any obligation to re-award or to provide, in any manner, such unexpended funds to the Public Agency. The Public Agency shall have no claim of any sort to such unexpended funds.

13. The Public Agency, to the fullest extent possible, shall make available a minimum of eight percent (8%) (consisting of six percent (6%) Minority Business Enterprise and two percent (2%) Woman Business Enterprise) of federal funds for prime contracts or subcontracts for supplies, construction, equipment or services to organizations owned or controlled by socially or economically disadvantaged individuals, women, and historically black colleges and universities.

14. The Public Agency shall complete and submit to the Division a Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) Utilization Report (Standard Form 334) within fifteen (15) calendar days after the end of each federal fiscal year (September 30th) for each year this Contract is in effect and within fifteen (15) calendar days after the termination date of this Contract. The Public Agency will disregard the reference to \$10,000.00 in paragraph (D) of the Instructions for Standard Form 334 (see footnote at the bottom of page one of the Instructions).

15. The books, records, documents and accounting procedures and practices of the Public Agency or any subcontractor relevant to this Contract shall be subject to inspection, examination and audit by the State of Nevada, the Division, the Attorney General of Nevada, the Nevada State Legislative Auditor, the federal or other funding agency, the Comptroller General of the United States or any authorized representative of those entities.

16. All books, reports, studies, photographs, negatives or other documents, data, materials or drawings prepared by or supplied to the Public Agency in the performance of its obligations under this Contract shall be the exclusive property of the Division. Such items must be retained by the Public Agency for a minimum of four (4) years after the later of the completion, termination or cancellation of this Contract or of the time all related pending matters are closed, unless the Division has requested remittance and delivery by the Public Agency of all such items. If requested by the Division at any time within the four (4) year retention period, any such materials shall be remitted and delivered by the Public Agency, at the Public Agency's expense, to the Division. The Public Agency shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Public Agency's obligations under this Contract without the prior written consent of the Division. If the Public Agency wishes to use any of these materials for purposes other than the performance of the Public Agency's obligations under this Contract, the Public Agency must make a written request to the Division. The Division shall review the request and respond in writing to the Public Agency, with either approval or denial of the request within sixty (60) days.

17. Unless otherwise provided in Attachment A, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with funds provided under this Contract, the Public Agency shall clearly state that funding for the project or program was provided through a contract with the Nevada Division of Environmental Protection. The Public Agency will insure that the Division is given credit in all official publications relative to this specific project and that the content of such publications will be coordinated with the Division prior to being published.

18. All property purchased with funds provided pursuant to this Contract is the property of the Division and shall, if the Division elects within four (4) years after the completion, termination or cancellation of this Contract or after the conclusion of the use of the property for the purposes of this Contract during its term, be returned to the Division at the Public Agency's expense. Such property includes but is not limited to vehicles, computers, software, modems, calculators, radios, and analytical and safety equipment. The Public Agency shall use all purchased property in accordance with local, state and federal law, and shall use the property only for Contract purposes unless otherwise agreed to in writing by the Division. For any unauthorized use of such property by the Public Agency, the Division may elect to terminate the Contract and to have the property immediately returned to the Division by the Public Agency at the Public Agency's expense. To the extent authorized by law, the Public Agency shall indemnify and save and hold the State of Nevada and the Division harmless from any and all claims, causes of action or liability arising from any use or custody of the property by the Public Agency or the Public Agency's agents or employees or any subcontractor or their agents or employees.

19. The Public Agency shall use recycled paper for all reports which are prepared as part of this Contract and delivered to the Division. This requirement does not apply to standard forms.

20. The Public Agency, to the extent provided by Nevada law, shall indemnify and save and hold the State of Nevada, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Contract by the Public Agency or the Public Agency's agents or employees or any subcontractor or their agents or employees. The Division, to the extent provided by Nevada law, shall indemnify and save and hold the Public Agency, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Contract by the Division or the Division's agents or employees.

21. This Contract shall be construed and interpreted according to the laws of the State of Nevada and conditions established in OMB Circular A-102. Nothing in this Contract shall be construed as a waiver of sovereign immunity by the State of Nevada. Any action brought to enforce this contract shall be brought in the First Judicial District Court of the State of Nevada. The Public Agency and any of its subcontractors shall comply with all applicable local, state and federal laws in carrying out the obligations of this Contract, including all federal and state accounting procedures and requirements established in OMB Circular A-87 and A-133. The Public Agency and any of its subcontractors shall also comply with the following:

- a. 40 CFR Part 7 - Nondiscrimination In Programs Receiving Federal Assistance From EPA;
- b. 40 CFR Part 29 - Intergovernmental Review Of EPA Programs And Activities.
- c. 40 CFR Part 31 - Uniform Administrative Requirements For Grants And Cooperative Agreements To State and Local Governments;
- d. 40 CFR Part 32 - Governmentwide Debarment And Suspension (Nonprocurement) And Governmentwide Requirements For Drug-Free Workplace (Grants);
- e. 40 CFR Part 34 - Lobbying Activities;
- f. 40 CFR Part 35, Subpart O - Cooperative Agreements And Superfund State Contracts For Superfund Response Actions (Superfund Only); and
- g. The Hotel And Motel Fire Safety Act of 1990.

22. The Public Agency shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the Division.

23. This Contract constitutes the final and complete agreement between the parties and may be modified only by a written amendment signed by the parties.

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ATTACHMENT A

To the contract between the Nevada Department of Conservation and Natural Resources, Division of Environmental Protection and the Douglas County Community Development (Contract Control #DEP00-016):

Scope of Work

Douglas County Community Development agrees to:

1. Purchase and install two compartmentalized recycling containers (each with six compartments). One container will be located in the north end of Douglas County; the other container will be located in the Johnson Lane area.
2. Advertise the recycling containers, as well as other existing recycling facilities available within Douglas County at least once a month.
3. Place signs in highly visible areas directing the public to recycling containers, including the container at Smith's in Gardnerville.
4. Complete and submit quarterly progress reports (in narrative form) that include the following:
 - ▶ A description of the location of the recycling containers
 - ▶ A description of the signs (including sizes, locations and wording of each sign)
 - ▶ Copies of all printed material advertising the availability of the recycling containers
 - ▶ A summary of challenges and successes of placing and servicing recycling containers
 - ▶ Photographs of recycling containers and signs after placement in public areas
 - ▶ A list of materials collected and weights of each material
5. Complete and submit a final report that will include the following:
 - ▶ A description of activities conducted in the fourth quarter
 - ▶ A summary of activities conducted throughout the contract period
 - ▶ A summary of types of materials collected and weights of those materials
 - ▶ A summary of advertising information pertaining to recycling programs in Douglas County (print ads, radio and television public service announcements)
 - ▶ Future plans to sustain existing recycling programs within Douglas County

The quarterly and final reports required under this contract must be submitted to the Division within ten (10) calendar days after the end of each quarter. If no activity occurred during the quarter, a letter will be submitted to the Division, in lieu of the quarterly report, indicating that no work was conducted during the quarter and no expenditures were made. The reports must be submitted to the Division on recycled or reused paper.

Any documents or statements issued describing the projects or programs funded under this contract, including any advertising, brochures, newspaper articles or press releases, must clearly state that funding for the project was provided through a contract with the Nevada Division of Environmental Protection. The development and distribution of any documents produced as a result of this contract must be coordinated with the Division, prior to publication.

Douglas County Community Development will submit quarterly invoices requesting reimbursement of payment in the format designated in Attachment A, Page 4 of 4. The invoice must be accompanied by a cover letter on Douglas County Community Development letterhead requesting reimbursement. **The invoice must include the contract control number, the project name or description, the time period of expenditures, the approved budget amounts, the current quarterly expenditures and cumulative expenditures and balance remaining, by each budget category.** Copies of receipts must be attached for any major expenditure, i.e. airplane tickets, printing and graphic design costs, and location rental costs. The invoice and receipts must be received by the time specified in the contract and will not be paid if incorrect, or if the progress report for that quarter has not been received and approved.

Quarterly progress reports and invoices will be submitted for the following quarterly time periods or portions of the quarterly period, as follows:

- 1st quarter: July 1 - September 30
- 2nd quarter: October 1 - December 31
- 3rd quarter: January 1 - March 31
- 4th quarter: April 1 - June 30

Budget

PERSONNEL - SALARY	\$0
FRINGE BENEFITS	\$0
OPERATING	\$750
(advertising & public awareness)	
EQUIPMENT	\$17,000
(2 multi-option recycling containers)	
TRAVEL	\$0
TOTAL	\$17,750

Note: Operating expenses are at actual costs
Title for equipment will vest with contractor

Invoice

Invoice Date _____

Douglas County Community Development
P.O. Box 218
Minden, NV 89423

Contract Control # DEP00-016
Project Name: Recycling Containers & Public Awareness

Time Period of Expenditures: _____

Approved Line Items	Approved Budget	Current Expenditures	Cumulative Expenditures	Remaining Funds
PERSONNEL	\$0			
FRINGE BENEFITS	\$0			
OPERATING	\$750			
EQUIPMENT	\$17,000			
TRAVEL				
TOTAL	\$17,750			

Authorized Signature _____

-----For Divisional Use Only-----

NDEP Contract Coordinator Signature _____

Date of approval _____

Budget Account # _____ Division # _____

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REQUESTED BY
DOUGLAS COUNTY

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

1999 AUG 20 AM 11:02

LINDA SLATER
RECORDER

\$0 PAID *OK* DEPUTY

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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 19 1999

B. REP Clerk of the *9th* Judicial District Court of the State of Nevada, in and for the County of Douglas.

By

[Signature]

Deputy

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