

DOC # 0737487
02/10/2009 03:05 PM Deputy: GB

OFFICIAL RECORD

Requested By:
DC/COMMUNITY DEVELOPMENT

Assessor's Parcel Number: N/A

Date: FEBRUARY 9, 2009

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 4 Fee: 0.00
BK-0209 PG- 2471 RPTT: 0.00



Name: LYNDA TEGLIA, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

AGREEMENT #2009.028

(Title of Document)

FILED

NO. 2009.028

**INTERLOCAL AGREEMENT BETWEEN DOUGLAS COUNTY
AND THE CARSON VALLEY CONSERVATION DISTRICT**

2009 FEB -9 PM 12:02

TED THIRAN
CLERK

[Signature]
DEPUTY

This Interlocal Agreement (Agreement) is made by and between Douglas County (the County), a political subdivision of the State of Nevada, and the Carson Valley Conservation District (CVCD), a political subdivision of the State of Nevada (the Parties).

RECITALS

WHEREAS, the County as Grantee and CVCD as Recipient have previously entered into a cooperative funding agreement with the Nevada Division of State Lands and the Conservation and Resource Protection Grant Program (State Lands) concerning the receipt and disbursement of bond monies for conservation and resource protection, including to a local governmental entity such as the CVCD; and

WHEREAS, the County and CVCD are authorized as public agencies under NRS 277.100, by NRS 277.180, to enter into interlocal agreements to perform any governmental service, activity, or undertaking which the County or CVCD are allowed to perform by law; and

WHEREAS, the County and CVCD desire to enter into this Agreement which will provide for the disbursement of bond monies through the State Lands' agreement mentioned above to CVCD for the Lower East Fork Carson River Bank Restoration and Stabilization Project (Project),

NOW, THEREFORE, the Parties agree as follows:

1. CVCD is responsible for compliance with all grant conditions, including maintenance for twenty years, and all use of granted funds in accordance with all grant conditions and requirements. CVCD agrees it is responsible for repayment of grant funds mandated by State Lands.
2. CVCD is responsible for the design, construction, and construction administration of the Project, for obtaining all permits and paying all fees, and for maintenance of the improvements (in accordance with any grant requirements).
3. CVCD is responsible for timely repayment of all funds expended on work found to be non-eligible for grant funding. All such repayments must be made with CVCD's own funds.



4. CVCD will comply with all federal, state, and local laws, regulations or requirements in all of its activities on the site and will be solely responsible for any non-compliance with any law, regulation, or requirement.

5. Funds for the Project in this request are set forth in the attached Exhibit 1. Any contribution of matching funds is contingent upon approval being first received from the appropriate controlling agency.

6. CVCD will prepare requests for advances and/or reimbursement for submittal to State Lands. The County will, within 15 days after receiving the funding from State Lands, disburse the funds to the CVCD less any administrative costs incurred by the County. CVCD agrees to place appropriate provisions in all design, construction, and construction administration contracts to account for delays caused by this indirect payment system.

7. Administrative costs of up to five percent of the total project cost may be recovered by the County. The County agrees that CVCD may be granted any portion of the five percent not recovered by the County and available to CVCD under the terms of the grant.

8. This Agreement shall become effective upon approval by the Douglas County Board of County Commissioners and the CVCD.

9. This Agreement constitutes the full and final agreement between the Parties and shall not be modified except in writing and signed by both Parties.

10. This Agreement may not be assigned except by writing signed by both Parties and shall be binding upon and inure to the benefit of the Parties' respective successors and assigns.

11. Each Party agrees to indemnify and hold harmless the other Party, to the extent provided by law, including, but not limited to NRS 41, from and against any liability arising out of the performance of the Agreement proximately caused by any act or omission of its own officers, agents, and employees.

12. The laws of the State of Nevada shall be applied in interpreting and construing this Agreement.

13. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement. The recitals shall be an integral part of this Agreement.



14. All written notices under this Agreement shall be delivered to the following officials at the addresses stated:

T. Michael Brown, Douglas County Manager
Post Office Box 218
Minden, Nevada 89423

Paul Pugsley, Watershed Coordinator
Carson Valley Conservation District
1702 County Road, Suite A
Minden, Nevada 89423

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on this 5th day of February, 2009.

By: Nancy McDermid
Nancy McDermid, Chair
DOUGLAS COUNTY BOARD
OF COMMISSIONERS

By: Joe Whiff
Deputy District Attorney
APPROVED AS TO FORM:

By: James Settelmeyer
James Settelmeyer, Chairman
CARSON VALLEY
CONSERVATION DISTRICT

ATTEST:

Ted Thran
Ted Thran, Douglas County Clerk-Treasurer

BY: L. Seidner
CLERK TO THE BOARD

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: Feb 9, 2009
T. Thran Clerk of the 8th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By: Carol M. Pullock Deputy