

**OFFICIAL RECORD**

Requested By:  
DC/MANAGERS OFFICE

Assessor's Parcel Number: N/A

Date: SEPTEMBER 1, 2009

Recording Requested By:

Name: COUNTY MANAGER'S OFFICE

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 Of 4 Fee: 0.00  
BK-0909 PG- 261 RPTT: 0.00



**AGREEMENT #2009.246**

(Title of Document)



FILED

NO. 2009.246

**AGREEMENT FOR WEED CONTROL SERVICES**

2009 SEP -1 AM 11:50

TED THIRAN  
CLERK

This Agreement is made and entered into between Douglas County, Nevada, by and through their Weed Control District (hereinafter County WCD), a political subdivision of the State of Nevada, and the Nevada Tahoe Conservation District (hereinafter NTCD), a political subdivision of the State of Nevada.

**RECITALS**

1. The County WCD and NTCD are public agencies under NRS 277.100 and NRS 548.340 respectively, and public agencies may contract or enter into cooperative agreements with any other public agencies to perform, under NRS 277.180, NRS 548.360 and NRS 548.380, any governmental service, activity or undertaking that a contracting agency is authorized to perform and that are within the respective duties of their respective areas of responsibilities.
2. NTCD has received a grant from the Nevada Division of State Lands to perform weed abatement activities on public right of way lands associated with invasive weeds within the Nevada portion of the Lake Tahoe Basin, including public right of way areas within the Douglas County portion of the Lake Tahoe Basin. This grant supports the basin-wide invasive weed program which tracks infestations and treatment effectiveness within the Basin. The weed abatement activities that have been funded include surveys of existing and or/historical plots of weeds, surveys for new infestations, treatments (chemical and hand), mapping via GPS and GIS coordination.
3. Douglas County Weed Control District is a program offered by the Douglas County to assist property owners in controlling noxious weeds. Some weed species are so detrimental to the economy and the environment that they have been placed on a special list in the Nevada Revised Statutes (NRS 555) and are called noxious weeds. Douglas County Weed Control District aids the community by offering the following services within the County:
  - a. On-site visits to help identify weeds
  - b. Advice on various control methods
  - c. Sales of chemical control agents
  - d. Rental of spray equipment
  - e. Chemical spray services
4. NTCD desires to enter into an interagency agreement with the County WCD for services relating to weed abatement control within the Lake Tahoe Basin right of ways in Douglas County in a manner consistent with the NTCD weed abatement grant and the goals and objectives of the County WCD.

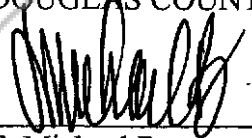
## AGREEMENT

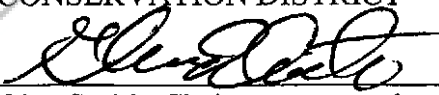
Now Therefore in consideration of the mutual promises contained in this agreement the parties agree as follows:

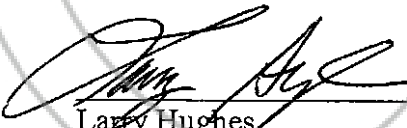
1. The County WCD, at the direction of the NTCD shall provide weed abatement services within the Douglas County Lake Tahoe Basin area on public right of ways in a manner consistent with practices allowed by Tahoe Regional Planning Agency, state and federal laws pertaining to herbicide treatment rules and regulations and consistent with the goals and objectives of the grant to the NTCD for public right of way surveys, treatments and mapping (see attachment A), including:
  - a. Surveys of 2007 and 2008 mapped sites;
  - b. Observations and surveys of new sites;
  - c. Chemical and/or hand treatments as appropriate and as rules and regulations allow;
  - d. GPS locational services; and,
  - e. Integration into basin mapping efforts including creation and delivery of GIS shape files to the District.
2. The County WCD shall perform the above specified services for an 18 month period commencing July 1, 2009 and ending December 31, 2010. The County WCD shall, at a minimum, perform twice yearly surveys and treatments including two between July 1, 2009 and October 31, 2009 and two between June 1, 2010 and October 31, 2010. Treatments at all known and newly observed infestations of invasive weeds and shall consist of, at a minimum, 100 hours of field services, as well as all office and administrative time necessary to perform these services as well as all chemicals and equipment and vehicles as needed.
3. The County WCD shall provide a written record of services and expenses within 30 days of completing a task in a form and manner that fulfills the accounting record requirements of Nevada Division of State Lands.
4. The District shall reimburse the County WCD a total not to exceed \$8,500 over the eighteen month period and only when funds for the specific reimbursement have been transferred from the Nevada Division of State Lands to NTCD.
5. The County WCD shall maintain a report detailing the use and expenditures of all funds used to complete the project. These records shall be made available for review and audit by NTCD within 30 calendar days upon written request.
6. The County WCD shall provide a summary of expenditures in a form acceptable to the District and a progress report at the end of each season including a description of the work completed during the project period.

- 7. This Agreement will become effective only after it has been approved by the governing bodies of each party or their designated representatives.
- 8. Each respective party agrees to indemnify and hold harmless the other party, to the extent provided by law, including, but not limited to, NRS chapter 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.
- 9. This Agreement shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding this Agreement shall be resolved by binding arbitration, with an arbiter selected from a list maintained by the Nevada Supreme Court of senior/retired judges, with both parties to pay their own attorney fees. There shall be no presumption for or against the drafter in interpreting or enforcing this Contract.
- 10. Either party may revoke this Agreement without cause, provided that a revocation shall not be effective until 30 days after the party has served written notice upon the other party. All monies due and owing up to the point of termination shall be paid by NTCD.
- 11. This Agreement constitutes the full and final agreement between the parties and will not be modified except in writing and signed by both parties. This Agreement may not be assigned except by agreement in writing signed by both parties.

*IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Weed Control Services to be signed and intend to be legally bound thereby.*

DOUGLAS COUNTY  
  
 T. Michael Brown      8/6/09  
 County Manager      date

NEVADA TAHOE  
 CONSERVATION DISTRICT  
  
 Glen Smith, Chairman      date  
 NTCD Board of Supervisors

  
 Larry Hughes      8-10-09  
 Weed Control Coordinator      date  
 Douglas County Weed Control

  
 Doug Martin      date  
 NTCD District Manager

**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: Sept 1 2009  
 Clerk of the 9th Judicial District Court  
 of the State of Nevada, In and for the County of Douglas.  
 By Charles M. Welch Deputy