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**OFFICIAL RECORD**

Requested By:

DC/COMMUNITY DEVELOPMENT

Assessor's Parcel Number: N/A

Date: JUNE 20, 2011

Recording Requested By:

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 Of 6 Fee: 0.00  
BK-0611 PG- 4076 RPIT: 0.00



Name: JEANE COX, COMMUNITY DEVELOPMENT

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

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

Real Property Transfer Tax: \$ N/A

CONTRACT #2011.141

(Title of Document)

FILED  
2011.141  
2011 JUN 20 AM 11:55  
TERRY CORAN  
CLERK  
DEPUTY

**INTERLOCAL CONTRACT**

**BETWEEN**

**DOUGLAS COUNTY, NEVADA**

**AND**

**THE NEVADA TAHOE CONSERVATION DISTRICT**

This Interlocal Contract ("Contract") is made by and between Douglas County (the "County"), a political subdivision of the State of Nevada, and the Nevada Tahoe Conservation District (the "NTCD"), a political subdivision of the State of Nevada and organized under the provisions of N.R.S. Chapter 318.

**RECITALS**

WHEREAS, the parties are public agencies pursuant to N.R.S. 277.100 and N.R.S. 277.180(1) provides that any 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 by law to perform; and

WHEREAS, each party is authorized by the laws of the State of Nevada to perform or undertake governmental functions and responsibilities as separate legal entities; and

WHEREAS, the County and the NTCD will be able to provide more effective and efficient services by entering into the Contract.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. **EFFECTIVE DATE OF CONTRACT AND TERM.** The term of the Contract shall commence upon approval of the Contract by the governing boards of both parties and will expire 1<sup>st</sup> July, 2012, unless terminated in accordance with Paragraph 4 of the Contract.
2. **Services Provided.** The services to be provided by NTCD include coordination and negotiations for the Lake Tahoe Fine Sediment Particle, Total Maximum Daily Load (FSP-TMDL). The services are described in detail in Attachment A, Scope of Work, which is attached to this contract and made a part thereof.

3. **PAYMENT FOR SERVICES.** The payment for services will not exceed \$96,545.18 and are further detailed in Attachment "A" Scope of Work. Payment shall be made within fifteen working days of receipt of invoice.
4. **TERMINATION OF CONTRACT.** Either party may revoke the Contract without cause, provided only that a revocation shall not be effective until 30 days after the terminating party has served written notice upon the other party. The notice of termination may provide for the termination of all or only some of the services provided by NTCD to the County. All monies due and owing up to the point of termination shall be paid by Douglas County.
5. **CONFORMITY WITH COUNTY POLICIES.** The NTCD will perform the work as set forth in Section 2 in conformity with applicable County Community Development policies.
6. **CONSTRUCTION OF CONTRACT.** The Contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding the Contract shall be resolved by binding arbitration, with an arbiter to be selected from a list of senior judges maintained by the Nevada Supreme Court of senior judges, with both parties to pay an equal share of the expenses charged by the senior judge and any other related court fees. Each party is responsible for their own attorney's fees. There shall be no presumption for or against the drafter in interpreting or enforcing the Contract.
7. **COMPLIANCE WITH APPLICABLE LAWS.** NTCD shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract.
8. **INDEMNIFICATION.** Each party agrees to indemnify and hold the other party harmless to the fullest extent allowed by law, including, but not limited to, the provisions of Nevada Revised Statutes Chapter 41, from and against any liability relating to or arising from the performance of the Contract proximately caused by any act or omission of its own officers, agents, or employees.
9. **SEVERABILITY.** The illegality or invalidity of any provision or portion of this contract shall not affect the validity of the remainder of the contract.
10. **NON-APPROPRIATION OF FUNDS.** All payments and services provided under this contract are contingent upon the availability of the necessary public funding. In the event that Douglas County does not receive the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate.
11. **ASSIGNMENT.** The parties will not assign or transfer any of the rights, obligations or duties conferred pursuant to the terms of this contract.
12. **ENTIRE CONTRACT.** The Contract constitutes the full and final contract between the parties and shall not be modified except in writing and signed by both parties.

13. NOTICE. All written notices under the Contract shall be mailed or hand delivered to the following officials at the addresses stated below:

County Manager  
Douglas County, State of Nevada  
Post Office Box 218  
Minden, Nevada 89423

District Manager  
Nevada Tahoe Conservation District  
P.O. Box 915  
Zephyr Cove, NV 89448

*IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Contract between Douglas County and the Nevada Tahoe Conservation District to be executed.*

On behalf of and with authority to sign for Douglas County:

By: Michael A. Olson  
Michael Olson, Chairman (Date)

On behalf of and with authority to sign for Nevada Tahoe Conservation District:

By: Glen Smith 6-16-11  
Glen Smith, Chair (Date)

Attest:

Ted Thran  
Ted Thran  
Douglas County Clerk

BY: RMTetal  
CLERK TO THE BOARD



**ATTACHMENT A  
SCOPE OF WORK  
NEVADA TAHOE CONSERVATION DISTRICT  
TMDL COORDINATION & NEGOTIATION**

Preparation of TMDL documents, coordination and representation of Douglas County in support of The Lake Tahoe TMDL, which continues to make its way through the regulatory process. Implementers from around the basin are identifying processes, procedures and projects to meet the TMDL. It is anticipated that by the end of next year the directive for implementation will be given to the County as a Memorandum of Agreement from NDEP.

Specific tasks required to be performed as a part of this project are as follows:

**TASK 1) *TMDL coordination & representation for the County:*** This task consists of attending TMDL meetings at the Lake. These will consist of meetings necessary to represent the County to regulators like NDEP and TRPA on the subject of TMDL implementation. It also includes Stormwater Quality Improvement Committee (SWQIC), Regional Stormwater Monitoring Program (RSWMP) and sub-committees of the above associated with TMDL implementation. This task includes active negotiations with NDEP to obtain the best crediting for the TMDL and to make sure that the County and the GIDs will not be unfairly burdened by the TMDL. Included in this task is coordination with private parties, like the Beach Club and Edgewood Co., to include TMDL crediting into their projects. It also includes working with NDOT to identify partnered projects necessary to obtain TMDL credits. This task includes identifying projects and processes necessary to obtain TMDL credits.

*Deliverables:* Identify projects and processes necessary to obtain TMDL credits.

*Compensation:* \$41,295 at the hourly rate of \$107.66

**TASK 2) *Coordinate and establish TMDL Cooperative with Tahoe GIDs:*** This is the singular most important task to be conducted as quickly as possible. This task consists of facilitating, coordinating and installing a TMDL cooperative with the Tahoe GIDs. This will require a concerted effort into the next year to obtain consensus and work out a detailed agreement. This task also includes identifying tools and grants necessary to conduct maintenance and to obtain TMDL credits for the county and the GIDs.

*Deliverables:* Douglas County/Tahoe GID Cooperative

*Compensation:* \$31,000 at the hourly rate of \$107.66

**TASK 3) *Manage and implement Tahoe WQIP grants and projects: Warrior Way & Lake Village-till Nov. 2011 only:*** This task consists of managing the grant associated with these projects. These projects will be completed by November, 2011 so only a few months of oversight are necessary. The grant management does not include construction management.

*Deliverables:* None

*Compensation:* \$4,250 at the hourly rate of \$107.66

**TASK 4) *Manage and implement Tahoe WQIP grants and projects: Douglas County Stormwater Infrastructure Mapping:*** This task consists of managing the grant and the project associated with mapping the water quality stormwater infrastructure in the County at the Lake. It will require strong coordination with County GIS. ~~My~~ Time spent on this grant is reimbursable by the grant so there is minimal cost to the County.

*Deliverables:* None

*Compensation:* \$20,000.18 at the hourly rate of \$107.66

Total Compensation: \$96,545.18 at the hourly rate of \$107.66

The compensation assigned to each task is only an estimate and can be reallocated between tasks as necessary and upon written permission from the County.

**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: June 20, 2011  
HARAN Clerk of the 9th Judicial District Court  
of the State of Nevada, (in and for the County of Douglas.

By [Signature] Deputy