

Doc Number: **0835740**

12/20/2013 10:39 AM

OFFICIAL RECORDS

Requested By:

DC/COMMUNITY DEVELOPMENT

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 6 Fee: \$ 0.00
Bk: 1213 Pg: 3487



Deputy: ke

Assessor's Parcel Number: N/A

Date: DECEMBER 20, 2013

Recording Requested By:

Name: JEANE COX, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

 INTERLOCAL CONTRACT AMENDMENT #2013 273

(Title of Document)

FILED

2013.223

2013 DEC 20 AM 9: 29

THIRD AMENDMENT
INTERLOCAL CONTRACT

BETWEEN

DOUGLAS COUNTY, NEVADA

AND

THE NEVADA TAHOE CONSERVATION DISTRICT

TED THUAN
CLERK
[Signature]
DEPUTY

BK : 1213
PG : 3488
12/20/2013

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 ~~31st December, 2013~~ 30th June, 2014, unless terminated in accordance with Paragraph 4 of the Contract.
2. **SERVICES PROVIDED.** The services to be provided by NTCD include analysis of the catchments for the Lake Tahoe Fine Sediment Particle Total Maximum Daily

0835740 Page : 2 of 6

Load (FSP-TMDL). The services are described in detail in Attachment A which is attached to this contract. Ms. Karin Staggs will serve as Project Manager for the NTCD.

3. **PAYMENT FOR SERVICES.** The payment for services will not exceed \$60,000 and are detailed in Attachment "A" which is attached to this contract.
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.
5. **CONFORMITY WITH COUNTY POLICIES.** The NTCD is entering into a contract with Douglas County's Community Development Department and will comply with the requirements of this department.
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.** The 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 neither assign, transfer nor delegate any of the rights, obligations or duties conferred pursuant to the terms of the Contract except in a writing signed by both parties. The Contract shall be binding upon and inure to the benefit of the parties' respective successors and assigns.
- 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

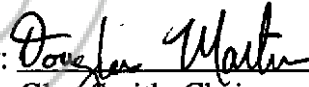
County Engineer
Douglas County, State of Nevada
Post Office Box 218
Minden, Nevada 89423

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

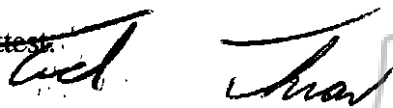
On behalf of and with authority to sign for
Douglas County:

By:  12/5/13
Greg Lynn, Chairman (Date)

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

By:  12/12/13
~~Glen Smith, Chair~~ (Date)
Douglas Martin, District Mgr

Attest:



Ted Thran
Douglas County Clerk

BY: 
CLERK TO THE BOARD

ATTACHMENT A

SCOPE OF WORK
NEVADA TAHOE CONSERVATION DISTRICT
TMDL SUPPORT & PLRM MODELING SERVICES

Douglas County, Nevada (County) requires assistance from the Nevada Tahoe Conservation District (NTCD) for the Lake Tahoe Fine Sediment Particle Total Maximum Daily Load (TMDL) and to utilize the Pollutant Load Reduction Model (PLRM) for analyzing catchment credits including associated catchment registration.

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

TASK 1) *Attend meetings & training sessions:* As directed by the County attend meetings and training sessions on any TMDL associated topics.

Deliverables: None
Compensation: \$2500

TASK 2) *Catchments crediting and registration:* As directed by the County define, delineate and utilize the PLRM model to obtain appropriate credits and register multiple catchments. The first catchment of interest will be the Lake Village Water Quality Improvement Project Area. The County will provide catchment delineation, GIS information, modeling scenarios and information on the installed water quality project.

Attend, negotiate and work with NDEP to successfully register the catchment

Deliverables: Input-output of PLRM models; completed forms from the Lake Clarity Crediting Program Handbook and completed forms as submitted via the Accounting & Tracking Tool
Compensation: \$15,000

TASK 3) *TMDL assistance:* As directed by the County assist with any investigation and negotiation with NDEP as a Science Advisor. Assist the County with the set-up of the TMDL Cooperative with the GIDs, especially in the area of science and research. In direct cooperation with the County Engineer initiate investigations into suppression of FSP by natural systems.

Deliverables: Technical Memos as directed by the County.
Compensation: \$22,500

TASK 4) *Prepare budgetary estimate to meet the first stormwater load reduction goal:* This task consists of identifying and determining the infrastructure, equipment and human resources necessary for Douglas County Lake Tahoe Township to meet the first stormwater load reduction goal for Fine Sediment Particles (FSP). The first load reduction goal for FSP is 10% and is targeted for 2016. This task will determine a budgetary estimate for implementing the load reduction goal in all of Douglas County Lake Tahoe Township including GIDs and HOAs. The load reduction will not be separated by GIDs or HOAs, but will be produced as an aggregate for the County at Lake Tahoe. Utilizing existing information, opinion and analysis the NTCD will produce a budgetary estimate for meeting the 2016 load reduction goal of 10%.

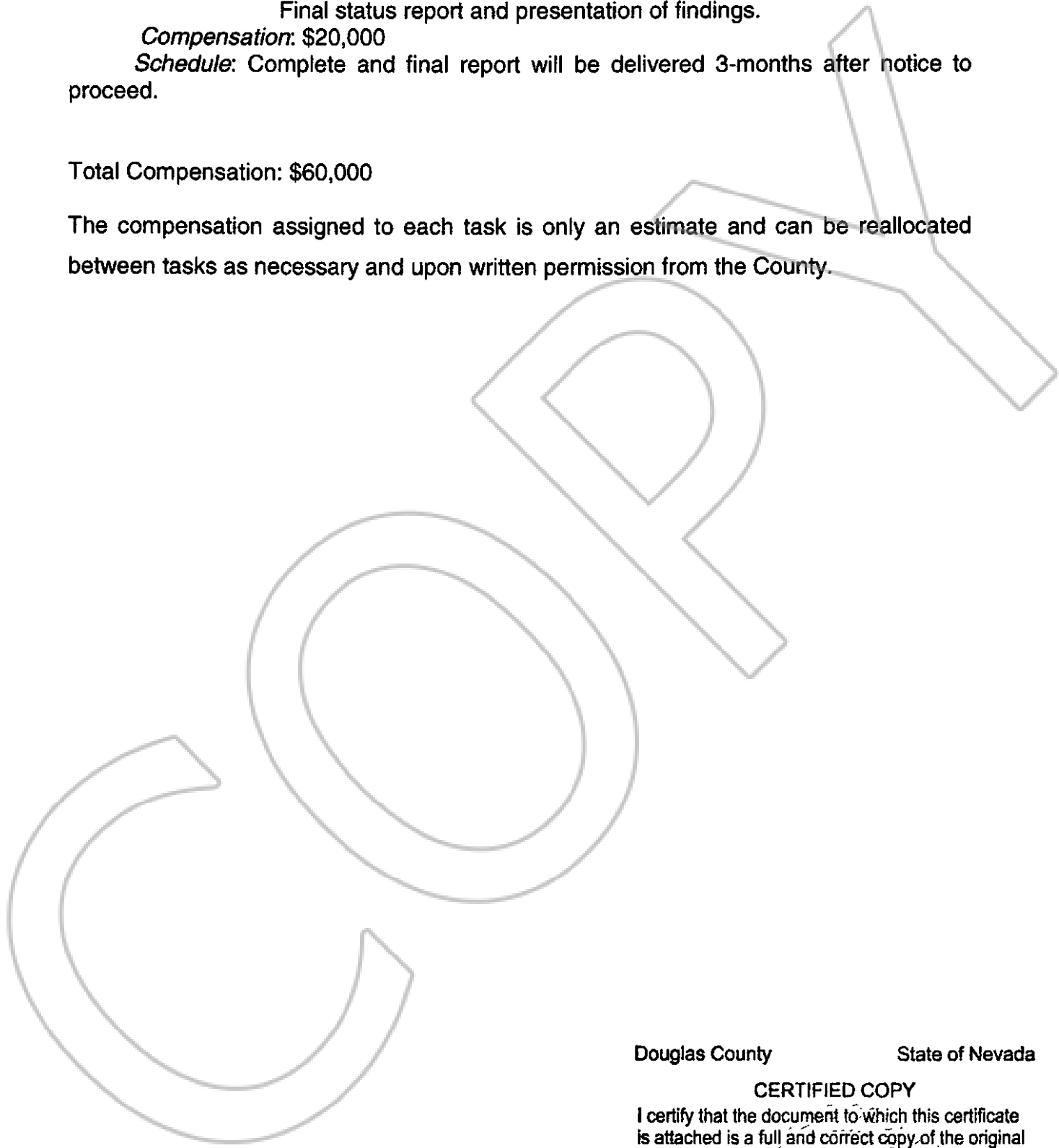
Deliverables: Document providing above-mentioned information as a final report;
One intermediate status report as a presentation; and
Final status report and presentation of findings.

Compensation: \$20,000

Schedule: Complete and final report will be delivered 3-months after notice to proceed.

Total Compensation: \$60,000

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.



Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

20th day of Dec, 2013

By [Signature] Deputy