

Doc Number: **0847758**

08/11/2014 02:02 PM

OFFICIAL RECORDS

Requested By:  
DC/PUBLIC WORKS

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

Page: 1 of 10 Fee: \$ 0.00

Bk: 0814 Pg: 2420



Deputy: sg

Assessor's Parcel Number:     N/A    

Date:     AUGUST 11, 2014    

Recording Requested By: \_\_\_\_\_

Name:     EILEEN CHURCH, PUBLIC WORKS      
    (CR)    

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

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

Real Property Transfer Tax: \$     N/A    

    INTERLOCAL AGREEMENT #2014.163    

(Title of Document)

INTER-LOCAL AGREEMENT FOR THE VISTA GRANDE ENHANCEMENT PROJECT

BETWEEN  
DOUGLAS COUNTY REDEVELOPMENT AGENCY,  
a political subdivision of Douglas County  
P.O. Box 218  
Minden, Nevada 89423  
(775) 782-9821

FILED  
#0 2014.11.03  
2014 AUG 11 AM 8:54  
TED THIRAN  
CLERK

AND  
INDIAN HILLS GENERAL IMPROVEMENT DISTRICT  
a political subdivision of the State of Nevada  
3394 James Lee Park Drive  
Carson City, Nevada 89705  
(775) 267-2805

THIS INTER-LOCAL AGREEMENT FOR THE VISTA GRANDE ENHANCEMENT PROJECT (Agreement) is entered into and between the DOUGLAS COUNTY REDEVELOPMENT AGENCY, a political subdivision organized under the provisions of NRS 279 ("RDA"), and Indian Hills General Improvement District, Nevada, a political subdivision organized under the provisions of NRS ch. 318 ("IHGID") who are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

RECITALS:

WHEREAS, Vista Grande Boulevard south of Mica Drive to approximately Amador Circle located within Douglas County, Nevada is classified as a failed roadway in need of reconstruction, including paving, new curb and gutter, sidewalk and striping for bike lanes (Vista Grande Enhancement Project); and

WHEREAS, Vista Grande Boulevard is located within the Redevelopment Plan Area or directly adjacent to the Redevelopment Plan Area and is identified as a principal public street within and serving the Redevelopment Area; and

WHEREAS, the purpose of this Agreement is to ensure the re-construction, improvement and repair of a portion of Vista Grande Boulevard, which will replace a deficient public improvement for the benefit, health, and welfare of the inhabitants of IHGID and Douglas County consistent with the goals of the Redevelopment Plan; and

WHEREAS, neither Douglas County, a political subdivision of the State of Nevada, which owns Vista Grande Boulevard, nor IHGID can currently fund the necessary reconstruction; and

WHEREAS IHGID agrees to accept maintenance responsibility indefinitely for Vista Grande Boulevard after the roadway is reconstructed as Vista Grande Boulevard serves as a primary road for

IHGID residents as well as a major access road for James Lee Park, an IHGID owned recreation facility; and

**NOW, THEREFORE**, based on good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises and conditions contained herein, the Parties agree as follows:

1. The Parties are authorized by NRS Chapter 277.180, Chapter 318 and Chapter 279 of the Nevada Revised Statutes to enter into agreements to perform any governmental service, activity or undertaking which any one or more of the agencies are authorized by law to perform.
2. On April 3, 2014, the Douglas RDA Redevelopment Agency found the Vista Grande Enhancement Project ("Project") to be consistent with the goals, purpose and findings of the Redevelopment Agency Plan and NRS Chapter 279 Redevelopment of Communities.
3. On April 3, 2014, the Douglas County Board of Commissioners consented to the RDA's funding of approximately one million three hundred twenty thousand dollars (\$1,320,000) of Redevelopment Agency funds to construct the Project, with \$900,000 being budgeted in FY 2013/14 and \$420,000 being anticipated to be budgeted in FY 2014/2015.
4. IHGD agrees to be responsible for and will provide project and administration management, including the selection of a professional licensed engineer or firm, development of design plans, specifications, bidding, bid award, contract development for construction, construction management, supervision and inspections ("Work") for the Vista Grande Enhancement Project (Project) consisting of the reconstruction of the roadway south of Mica Drive to approximately Amador Circle including new curb, gutter sidewalk and striping for bike lanes, as generally shown on the attached site plan and preliminary cost estimate attached as "Exhibit "A" and incorporated herein.
5. IHGID will seek RDA Staff review and approval of designs, plans and specifications and bid amounts, and will seek RDA authorization for Douglas County or other government permits as are needed for construction of the Project. IHGID will comply with all of the conditions of any permit issued by Douglas County or other required permit, including any inspections required during the construction process.
6. IHGID will, upon completion and approval of the Project, provide for the ongoing maintenance and repair of the Project without further reimbursement from the RDA or Douglas County.
7. The RDA will reimburse IHGID for all reimbursable costs actually incurred by IHGID in connection with the Work as outlined on Exhibit A. The RDA's total reimbursement to IHGID for costs incurred by IHGID in connection with the Work will not exceed One Million Three Hundred Twenty Thousand Dollars (\$1,320,000) (the "Maximum Reimbursement Amount"). Actual costs for the Work cannot exceed \$900,000 for FY 2013/14. Any amount of funds budgeted in FY 2013/14 for this Project by the RDA and not expended will be rolled over for use on the Project in FY 2014/15.

8. All payments under this contract are contingent upon the availability to the Agency of the necessary funds. In accordance with NRS 354.626 and any other applicable provision of law, the financial obligations under this contract between the parties shall not exceed those monies appropriated and approved by RDA for this Agreement for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and RDA's obligations under it shall be extinguished if RDA fails to appropriate monies prior to commencement of construction or after commencement and prior to completion. Nothing in this contract shall be construed to provide IHGID with a right of payment over any other entity. Any funds obligated by RDA under this Agreement that are not paid to IHGID shall automatically revert to RDA's discretionary control upon the completion, termination, or cancellation of the agreement. RDA shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to IHGID. IHGID shall have no claim of any sort to the unexpended funds. In the event of termination, RDA shall pay IHGID for all Work performed on the Project.

9. IHGID may submit to the RDA's Staff, from time to time, a reimbursement request in a form reasonably acceptable to the RDA's Staff, which request shall be accompanied by copies of invoices for the Work and/or materials covered by such request ("Reimbursement Request"). It is understood and agreed that, by IHGID's submission of a Reimbursement Request to the RDA, IHGID is certifying that all contractors, materials suppliers, laborers, and other vendors will be paid for the scope of Work covered under the Reimbursement Request. Payment by RDA shall be to IHGID.

10. IHGID shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all Work performed under this contract. IHGID represents that all work shall be performed with the degree of professional skill, care, diligence, and sound practices and judgment which are normally exercised by recognized professional firms with respect to services of a similar nature. It shall be the duty of IHGID to assure all work is technically sound and in conformance with all applicable federal, state, and local laws, statutes, regulations, ordinances, orders, or other requirements. In addition to all other rights which RDA may have, IHGID shall, at its own expense and without additional compensation, re-perform work to correct or revise any deficiencies, omissions, or errors in the work or the product of the work or which result from IHGID's failure to perform in accordance with this standard of care. Any approval by RDA of any products or services furnished or used by IHGID shall not in any way relieve IHGID of the responsibility for professional and technical accuracy and adequacy of its work. RDA review, approval, or acceptance of, or payment for any of contractor's work under this contract shall not operate as a waiver of any of RDA's rights or causes of action under this Agreement, and the contractor shall be and remain liable in accordance with the terms of any contract and applicable law. IHGID shall ensure contractors furnish competent and skilled personnel to perform the work under this contract. RDA reserves the right to approve key personnel assigned by IHGID to perform work under this Agreement. Approved key personnel shall not be taken off of the Project by IHGID without the prior written approval of RDA, except in the event of termination of employment. IHGID shall, if requested to do so by RDA, remove from the job any personnel whom RDA determines to be incompetent, dishonest, or uncooperative.

11. IHGID will comply with all applicable federal, local, and state laws, regulations or requirements; including Nevada Revised Statutes Chapter 279, specifically including NRS 279.498

and NRS 279.500, and Chapter 338 in all of its activities and will be solely responsible for any non-compliance with any applicable law, regulation or requirement.

12. The RDA will, within fifteen (15) business days of receipt of a complete and approved Reimbursement Request to disburse funds to IHGID in accordance with the terms of this Agreement. If necessary, IHGID agrees to place appropriate provisions in all design, construction and construction administration contracts for the Project that will allow ample time for payment to their contractors under this indirect payment system.

13. This Agreement shall be effective beginning July 1, 2014, after it is approved by an appropriate official action of the governing body of each Party. In the event that plans and specifications are not completed, or a bid award has not been made by IHGID by June 1, 2015, this Agreement shall be terminated. This Agreement may be revoked without cause by either party, provided that a revocation shall not be effective until thirty (30) days after a Party has served written notice upon the other party. All monies due and owing IHGID for Work on the project up to the point of termination shall be paid by RDA.

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

Carl Ruschmeyer, Public Works Director  
P.O. Box 218  
Minden, NV 89423  
[cruschmeyer@douglas.co.nv.us](mailto:cruschmeyer@douglas.co.nv.us)

John Lufrano, General Manager  
3394 James Lee Park Road #A  
Carson city, NV 89705  
[jlufrano@indianhillsnevada.com](mailto:jlufrano@indianhillsnevada.com)

15. This Agreement contains the entire agreement between the Parties relating to the subject matter. No change, amendment, alteration or modification of this Agreement will be effective unless documented in writing and executed by both Parties.

16. The Agreement will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Agreement. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and

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**1 NRS 279.498 Work exceeding \$10,000 requires competitive bidding.** Any work of grading, clearing, demolition or construction in excess of \$10,000 undertaken by RDA must be done by contract after competitive bids.

(Added to NRS by 1959, 656; A 1985, 2072)

**NRS 279.500 Applicability of provisions governing payment of prevailing wage for public works projects.**

1. The provisions of NRS 338.010 to 338.090, inclusive, apply to any contract for new construction, repair or reconstruction which is awarded on or after October 1, 1991, by an agency for work to be done in a project.

confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Agreement before an independent mediator mutually agreed to by the Parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed in the Ninth Judicial Court of the State of Nevada, and any attorney's fees and costs will be awarded to the prevailing Party at the discretion of the court. 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.

17. IHGID agrees to indemnify, hold harmless and defend the RDA, its officers, employees, and agents from and against all liabilities, claims, actions, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of any alleged negligent or willful acts or omissions of the IHGID, its officers, employees and agents.


18. The Parties represent and warrant that they have the authority to enter into this Agreement.

19. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party or to otherwise allow a third party to assert a cause of action against any of the Parties.

20. 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 and are hereby incorporated into and are a part of this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement for the Vista Grande Enhancement Project.

**DOUGLAS COUNTY REDEVELOPMENT AGENCY (RDA)**

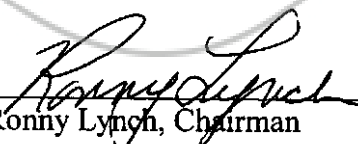
By:   
Doug N. Johnson, Chairman

Attest:

  
By: Theodore Thran, Clerk

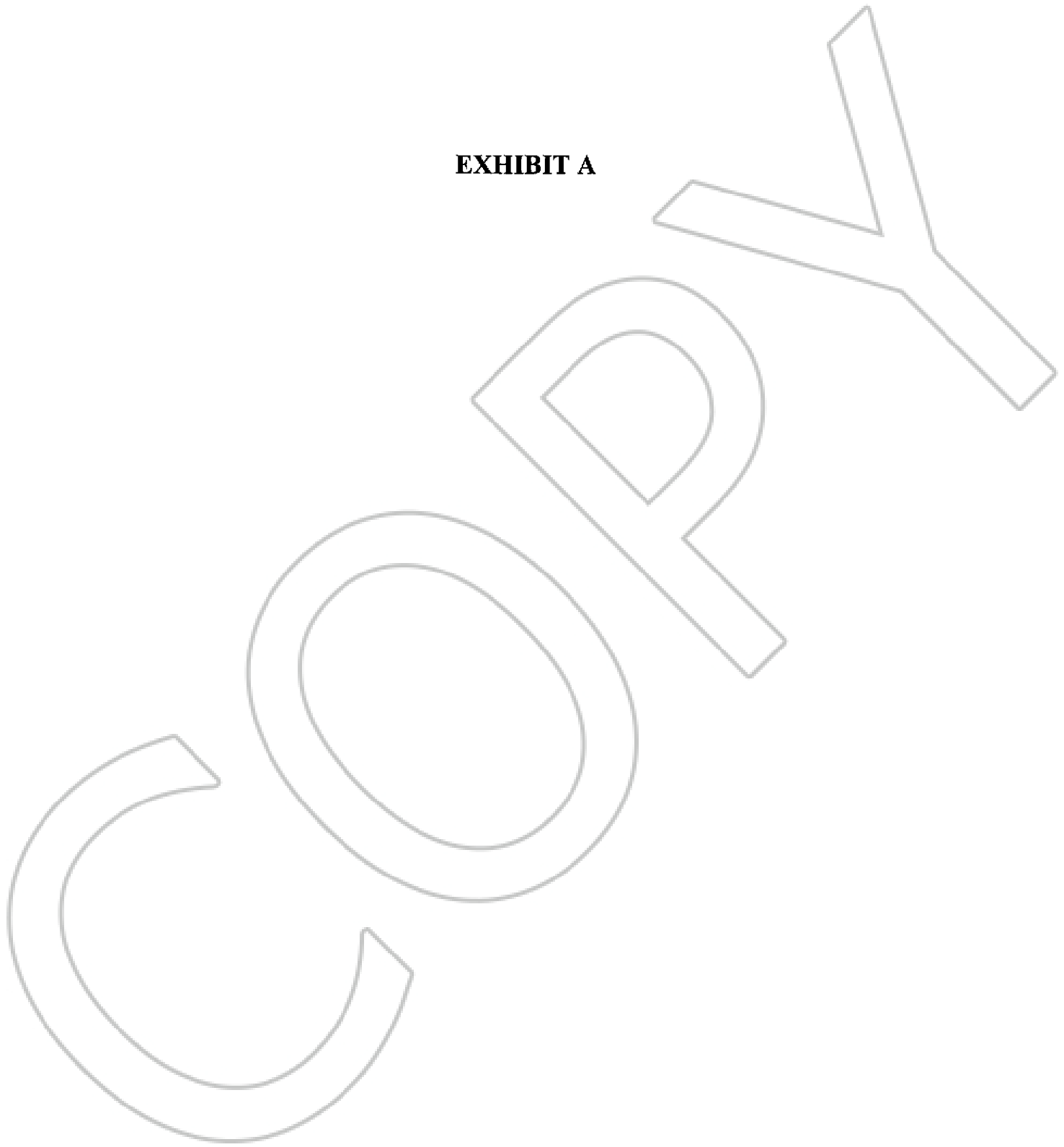
  
Clerk to the Board

**INDIAN HILLS GENERAL Improvement District (IHGID)**

By:   
Ronny Lynch, Chairman



**EXHIBIT A**



**EXHIBIT A**  
**South Vista Grande Improvements**  
**Preliminary Schematic Level Cost Estimate**  
**Revised 3/12/2014**

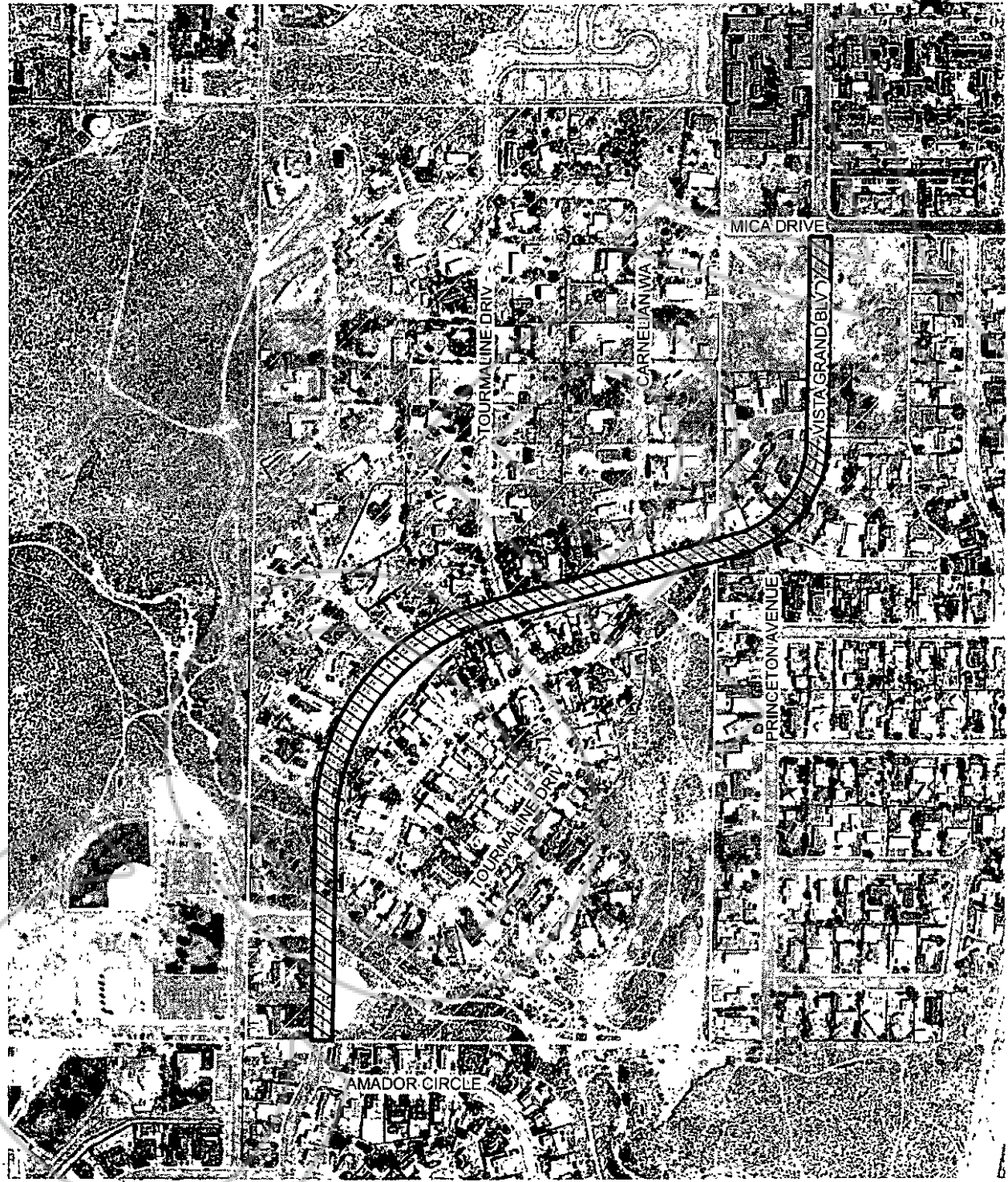
				<b>Engineer's Estimate</b>	
Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Price
1	Mobilization/ Demobilization	L.S.	1	\$ 40,000.00	\$ 40,000.00
2	South Side - AC Section - 4" on 8" Base (Assumes 36' wide for 2750 Linear Feet)	SF	99,000	\$ 4.00	\$ 396,000.00
3	South Side - Curb and Gutter	L.F.	5,500	\$ 40.00	\$ 220,000.00
4	South Side - Sidewalk (both sides 5' walk if possible)	S.F.	27,500	\$ 8.00	\$ 220,000.00
5	South Side - Other (drainage)	L.S.	1	\$ 65,000.00	\$ 65,000.00
6	South Side - Landscaping	L.S.	1	\$ 15,000.00	\$ 15,000.00
7	South Side - Grading	L.S.	1	\$ 10,000.00	\$ 10,000.00
<b>Base Estimate</b>				<b>\$</b>	<b>\$ 966,000.00</b>

<b>Construction Estimate Contingency (7.5%)</b>	<b>\$ 72,450.00</b>	<b>\$ 1,038,450.00</b>
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<b>Design, Permitting, Bidding, Survey, Geotech, Drainage Report, Landscaping, Bidding, Copies, Electrical For Lighting, Legal Descriptions</b>	<b>\$ 83,076.00</b>	<b>\$ 1,121,526.00</b>
<b>Construction Management/Survey Staking/As Builts</b>	<b>\$ 51,922.50</b>	<b>\$ 1,173,448.50</b>
<b>Inspection (assumes 16-weeks), Material Testing</b>	<b>\$ 67,499.25</b>	<b>\$ 1,240,947.75</b>



# EXHIBIT



N:\GIS\Public Works\Vista Grande Improvements



## Legend



Vista Grande Improvements  
Redevelopment Areas

## VISTA GRANDE ENHANCEMENT PROJECT

MARCH 2014

COPY

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

17<sup>th</sup> day of August, 20 14

By [Signature] Deputy