

Assessor's Parcel Number: N/A

Date: OCTOBER 22, 2014

Recording Requested By:

Name: JEANE COX, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



00001869201408514930090094

KAREN ELLISON, RECORDER

INTERLOCAL CONTRACT #2014.213

(Title of Document)



INTERLOCAL CONTRACT
BETWEEN
DOUGLAS COUNTY, NEVADA
AND
THE NEVADA TAHOE CONSERVATION DISTRICT

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TED THRAN
CLERK

2014 OCT 21 PM 4:18

10/21/14 2:23

FILED

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 548. The County and the NTCD are sometimes collectively referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, the parties are public agencies pursuant to N.R.S. 277.100 and N.R.S. 277.180(1) and (3)(a) which provide 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 and provide services for the protection of the health and welfare of the inhabitants of Douglas County.

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 signature of the Contract by the governing boards of both Parties and will expire 31st May, 2018, unless terminated in accordance with Paragraph 4 of the Contract.
2. **Services Provided.** The services to be provided by NTCD include project management, design, engineering, and construction oversight for the Burke Creek Highway 50 Crossing and Realignment Project, Phases I & II. The services are described in detail in Attachment A, Scope of Work, which is attached to this contract and made a part thereof. Mr. Michael Pook will serve as the Project Manager for the NTCD.
3. **PAYMENT FOR SERVICES.** The payment for services will not exceed One Hundred Thousand Dollars (\$100,000) from the Douglas County portion of Stream Environment Zone (SEZ) Mitigation Funds held by the Tahoe Regional Planning Agency (TRPA) and are further detailed in Attachment "A" Scope of Work. Contractor shall submit monthly requests for payment for service performed under this contract. Requests for payment shall be submitted no later than 15 days after the end of a month and must include a detailed summary, including the documentation of hours worked. Specifically, NTCD agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire agreement, and a comparison of cumulative total expenditures to the approved budget. The requests for payments shall be verified by the County Development Director or her designee. Requests for payment submitted pursuant to this contract shall be paid within thirty (30) days.
4. **TERMINATION OF CONTRACT.** Either party may revoke the Contract without cause, provided only that a revocation shall not be effective until 30 calendar 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 is entering into a contract with Douglas County and will comply with the policies and requirements of Douglas County Community Development and Department and Douglas County Code.
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 and costs. 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 TRPA, 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, any duties or limitations imposed by 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, including attorney's fees and costs incurred. Such obligation must not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any Party. This indemnification obligation is conditioned upon receipt of written notice by the indemnifying Party within 30 days of the indemnified Party's notice of an actual or pending claim or cause of action. The indemnifying Party will not be liable to hold harmless the indemnified Party if the indemnified Party elects to participate in any litigation or arbitration with legal counsel of its own choice.
9. **SEVERABILITY.** The illegality or invalidity of any provision or portion of the Contract shall not affect the validity of the remainder of the contract.
10. **NON-APPROPRIATION OF FUNDS.** All payments and services provided under the 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 without any further obligation by either Party.
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 will 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 understanding, agreement and binding contract between the parties and shall not be modified except in writing and signed by both parties.
13. **NO THIRD PARTY BENEFICIARIES.** Nothing contained in the Contract 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 the Parties arising from, or related to, the Contract.
14. **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 |
|--|---|
15. **AUTHORITY.** The parties represent and warrant their authority to enter into this agreement.

16. **STANDARD OF CARE.** NTCD will perform services in a manner consistent with that level of care and skill ordinarily exercised by other members of NTCD's profession currently practicing in the same locality under similar conditions. NTCD must exercise the highest professional conduct ethical standards.

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: *Douglas N. Johnson* 10/2/14
Douglas N. Johnson, (Date)
Chairman,
Board of County Commissioners

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

By: *Glen Smith* 10-16-14
Glen Smith, Chair (Date)

Attest:

Larissa Sedwick for:
Douglas County Clerk



**ATTACHMENT A
SCOPE OF WORK
NEVADA TAHOE CONSERVATION DISTRICT
BURKE CREEK HWY 50 CROSSING AND REALIGNMENT PROJECT, PHASE I & II**

The Burke Creek HWY 50 Crossing and Realignment Project ("Project") is a joint effort between Douglas County ("County"), the Nevada Department of Transportation ("NDOT"), the United States Forest Service ("USFS") and the Nevada Tahoe Conservation District ("NTCD"). The Project will be constructed in two phases. Phase I seeks to reduce the size of the adjacent parking lot of the commercial property; improve conveyance capacity at Highway (HWY) 50; repair head cuts, entrenchment and floodplain pinching upstream; improve stream and riparian habitat; and increase stream connectivity to the floodplain. Phase II seeks to realign the channel downstream of HWY 50 and treat stormwater runoff. Phase II will be designed and constructed by USFS personnel since it is located on USFS property.

Douglas County will provide \$100,000 of funding from the County portion of SEZ Mitigation Funds held by the Tahoe Regional Planning Agency (TRPA).

Specific tasks required to be performed as a part of the Project are:

TASK 1: *Create 100% Design Plans, Specifications, Engineer's Estimates and Design Reports for implementing Phase I of the Project.* This task will further advance the design of Phase I developed by Wood Rodgers and NTCD to a 100% design level which includes all individual components of the design; cross-sections and profile views with stationing; cross-sections of unique non-standard details; the exact location of the crossing; and the engineer's estimate to construct Phase I of the Project. Phase I seeks to reduce the size of the adjacent parking lot of the commercial property; improve conveyance capacity at HWY 50; repair head cuts, entrenchment and floodplain pinching upstream; improve stream and riparian habitat; and increase stream connectivity to the floodplain. Sufficient details will be present in the plans and reports to allow successful construction of Phase I of the Project.

Deliverables: 100% Design Plans, Specifications, Reports and Engineer's cost estimate for constructing Phase I of the Project as defined above.

TASK 2: *Obtain all necessary permits for implementing Phase I of the Project.* This task includes identifying and obtaining all permits necessary to construct Phase I of the project including compliance with the National Environmental Policy Act (NEPA), the Douglas County Site Improvement Permit(s), Army Corps of Engineers 404 permit, Nevada Division of Environmental Protection 401 permit, Federal Emergency Management Agency (FEMA) permits and the Tahoe Regional Planning Agency (TRPA) permit(s). This task also includes obtaining any Special Use Permits or Right of Entries for allowing construction activities, drafting Memorandums of Understanding (MOUs) for assigning maintenance responsibilities and obtaining Easements to allow for maintenance of assets.

Deliverables: Permits necessary for completion of Phase I of the Project components as described in Task 1. MOUs assigning maintenance responsibilities and necessary easements to allow maintenance access.

TASK 3:

Prepare final bid documents, advertise bid and select contractor for construction of Phase I of the Project per design plans and specifications: This task involves NTCD preparing the final bid documents with assistance from NDOT and the County, advertizing Phase I of the Project for open bid, conducting a pre-bid site walk and bid opening meeting, and selecting a contractor(s) in conjunction with NTCD contractor selection policy and TAC approval.

Deliverables: Bid documents necessary for advertizing and selecting a contractor for construction of Phase I of the Project. Complete signed award with contractor for construction of Phase I of the Project.

TASK 4:

Construct Phase I of the Project per design plans and specifications: Through selection of contractor and award of Phase I of the Project to selected contractor (Task 3), construct Phase I of the Project per design plans and specifications. This task involves NTCD providing on-site construction inspection to ensure quality and adherence to the plans and regulatory standards throughout the construction process.

Deliverables: Construction of Phase I of the Project per design plans and specifications.

BURKE CREEK HWY 50 CROSSING AND REALIGNMENT PROJECT BUDGET:

| TOTAL | | | | | | | | | |
|--|-------------|------------|------------|----------------------------|----------------------|---------------|----------------------|-----------------|--------------|
| Category | Total Hours | Rate | NDOT | USFS SNPLMA Round 12 | DC SEZ Mitigation | NDSL W/DEC | Total Cash Budget | NDOT In-Kind | Total Budget |
| District Manager | 37 | up to \$60 | 997.20 | 1,222.80 | 0.00 | 0.00 | 2,220.00 | | 2,220.00 |
| Administrator | 30 | up to \$55 | 825.00 | 825.00 | 0.00 | 0.00 | 1,650.00 | | 1,650.00 |
| WRG ES III (Mike) | 1,844 | up to \$47 | 20,440.00 | 26,841.54 | 13,395.46 | 25,991.00 | 86,668.00 | | 86,668.00 |
| WRG PE (Meg) | 2,131 | up to \$50 | 21,193.35 | 33,661.46 | 21,473.66 | 30,221.53 | 106,550.00 | | 106,550.00 |
| WRG ES III (Domi) | 770 | up to \$45 | 9,720.41 | 7,658.16 | 0.00 | 17,271.43 | 34,650.00 | | 34,650.00 |
| WRG ES III (Karin) | 500 | up to \$47 | 8,505.00 | 6,503.73 | 0.00 | 8,491.26 | 23,500.00 | | 23,500.00 |
| Wages (salary and fringe) | | | 61,680.96 | 76,712.69 | 34,869.12 | 81,975.23 | 255,238.00 | | 255,238.00 |
| Personnel Costs (16.18%) | | | 9,979.99 | 12,412.12 | 5,641.83 | 13,263.59 | 41,297.53 | | 41,297.53 |
| Travel (vehicle mileage) | | @ \$0.56 | 250.00 | 500.00 | 0.00 | 0.00 | 750.00 | | 750.00 |
| Training | | | 0.00 | 2,000.00 | 0.00 | 0.00 | 2,000.00 | | 2,000.00 |
| Equipment | | | 1,500.00 | 0.00 | 0.00 | 0.00 | 1,500.00 | | 1,500.00 |
| Supplies | | | 500.00 | 2,000.00 | 0.00 | 0.00 | 2,500.00 | | 2,500.00 |
| Sub-total | | | 73,910.95 | 93,624.81 | 40,510.95 | 95,238.82 | 303,285.53 | | 303,285.53 |
| Indirect (37.00% for above items only) | | | 27,347.05 | 34,641.19 | 14,989.05 | 35,238.36 | 112,215.65 | | 112,215.65 |
| NDSL Travel | | @ \$0.56 | 0.00 | 0.00 | 0.00 | 498.82 | 498.82 | | 498.82 |
| NDSL Supplies | | | 0.00 | 0.00 | 0.00 | 500.00 | 500.00 | | 500.00 |
| NDSL Equipment | | | 0.00 | 0.00 | 0.00 | 1,000.00 | 1,000.00 | | 1,000.00 |
| Contract: Consultant | | | 0.00 | 0.00 | 0.00 | 86,154.00 | 86,154.00 | | 86,154.00 |
| Contract: Geomorphologist | | | 10,000.00 | 19,247.00 | 7,500.00 | 10,000.00 | 46,747.00 | | 46,747.00 |
| Contract: USFS (design +construct) | | | 0.00 | 125,000.00 | 0.00 | 0.00 | 125,000.00 | | 125,000.00 |
| Contract: Surveyor | | | 5,000.00 | 6,000.00 | 0.00 | 5,000.00 | 16,000.00 | | 16,000.00 |
| Contract: Geotechnician | | | 8,742.00 | 3,464.00 | 0.00 | 7,542.00 | 19,748.00 | | 19,748.00 |
| Contract: Materials Testing | | | 0.00 | 5,000.00 | 5,000.00 | 5,000.00 | 15,000.00 | | 15,000.00 |
| Construction | | | 175,000.00 | 670,919.00 | 32,000.00 | 341,000.00 | 1,218,919.00 | | 1,218,919.00 |
| Construction Oversight | | | | | | | 30,000.00 | | 30,000.00 |
| TOTAL | | | 300,000.00 | 957,896.00 | 100,000.00 | 587,172.00 | 1,945,068.00 | 30,000.00 | 1,975,068.00 |

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

22nd day of Oct 2014

By [Signature] Deputy

