

Assessor's Parcel Number: N/A

Date: DECEMBER 16, 2014

Recording Requested By:

Name: JEANE COX, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



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KAREN ELLISON, RECORDER

INTERLOCAL CONTRACT #2014.248

(Title of Document)

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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 30th June, 2015, unless terminated in accordance with Paragraph 4 of the Contract.
- 2. SERVICES PROVIDED.** The services to be provided by NTCD include the actions, strategies and costs to guide load reduction activities of the County in meeting TMDL milestones, development of the County’s Stormwater Load Reduction

Plan (SLRP). The services are described in detail in Attachment A which is attached to this contract. Mr. Jason Brand will serve as Project Manager for the NTCD.

3. **PAYMENT FOR SERVICES.** The payment for services will not exceed \$25,000 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:

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

By: James R. Nichols 12/2/14
JIM NICHOLS (Date)
COUNTY MANAGER

By: Glen Smith
Glen Smith, Chair (Date)

Attest:

Quinn Trench
Douglas County Clerk

ATTACHMENT A

SCOPE OF WORK NEVADA TAHOE CONSERVATION DISTRICT NEVADA TAHOE TMDL IMPLEMENTING AGENCIES STORMWATER LOAD REDUCTION PLANS (SLRP)

Douglas County, Nevada, requires assistance from the Nevada Tahoe Conservation District (NTCD) for Phase 2 of their Stormwater Load Reduction Plan. This will result in the actions, strategies and costs to guide load reduction activities of the County in meeting TMDL milestones. This work is funded as a match contribution to funding provided by the USFS LTBMU SNPLMA Round 12 (\$75,000), NDSL License Plate Funds (\$30,000) and each Nevada implementing agency.

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

TASK 1a) Develop strategies and cost estimates. Distill the modeling outputs from SLRP Phase 1b into Pollutant Load Reduction Strategies for 5-, 10- and 15-year (Clarity Challenge) milestones. Develop planning level cost estimates for the County based on the strategies identified. Detail additional costs for adherence to Lake Clarity Crediting Program, including costs for program administration, catchment registration including BMP RAM and Road RAM assessments where necessary, and project management. NTCD staff will work closely with County personnel to ensure County goals and desired actions and strategies are met.

Task 1b) Develop Stormwater Load Reduction Plan. Using as a basis the Draft Stormwater Load Reduction Plan, hold project review meetings with County, and with Project Advisory Committee (PAC). Develop Douglas County Stormwater Load Reduction Plan, including a timeline that most cost-effectively meets the 5-, 10- and 15-year load reduction targets. Incorporate comments and direction into SLRP.

Task 1c) Review and incorporate NDEP Comments. Upon submittal of SLRP to Nevada Division of Environmental Protection (NDEP) in August, 2014, there will be a 1-2 month review period, followed by response or updating of SLRP by the County based on NDEP comments.

Deliverable: Assistance with final submittal of SLRP to NDEP.

Deliverable: Draft Stormwater Load Reduction Plan, including initial pollutant load reduction strategies and cost estimates.

Compensation: \$10,000

Task 2) Update catchments for use with revised Stormwater Tools PLRM, Road RAM and BMP RAM. Catchments delineated for PLRM V1 to determine baseline and existing conditions loads for overall load reductions must be refined for use in PLRM V2. This will require development of the catchment boundary layer in GIS in the format read by PLRM algorithms.

Compensation: \$10,000

Total Compensation: \$10,000

Task 3) Prepare draft best management practices (BMP) maintenance logs for multi-family and commercial parcels specifically as directed by County staff for catchments proposed for registration under the Lake Clarity Crediting Program to meet the TMDL.

Compensation: \$5,000

Total Compensation: \$25,000

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.

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

16th day of Dec, 20 14

By [Signature] Deputy

