

Assessor's Parcel Number: N/A

Date: MARCH 15, 2018

Recording Requested By:

Name: NIKKI SCHMIDT, PUBLIC WORKS  
(RR)

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

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

Real Property Transfer Tax: \$ N/A



00070345201809116370030038

KAREN ELLISON, RECORDER

CONTRACT #2018.041

(Title of Document)

2018.04

**CONTRACT BETWEEN DOUGLAS COUNTY, NEVADA AND DOUGLAS DISPOSAL, INC. FOR REIMBURSEMENT OF COSTS OF IMPROVEMENTS TO THE DOUGLAS COUNTY SOLID WASTE TRANSFER STATION**

AM 9:50  
DOUGLAS COUNTY  
CLERK

THIS Contract is made and entered into on this 1st day of March, 2018, by and between Douglas County, Nevada, a political subdivision of the State of Nevada ("County") and Douglas Disposal, Inc., a Nevada corporation ("DDI")

DEPUTY  
*[Signature]*

WHEREAS, DDI desires to make necessary electrical service and plumbing improvements, specifically, installation of 480 volt, 3-phase power by the electrical provider to power material processing equipment and replacement of three (3) submersible pumps and related repairs to the water processing system (the "Improvements") to the Douglas County Solid Waste Transfer Station located on Dump Road in Douglas County, Nevada (Assessor's Parcel No. 29-110-21) (the "Transfer Station"); and

WHEREAS, Douglas County is willing to reimburse DDI for the cost of the Improvements from the Douglas County Solid Waste Management Fund, up to an amount of \$99,999.00;

NOW, THEREFORE, IT IS AGREED by the parties as follows:

- 1. DDI Construction of the Improvements.** Before December 31, 2018, DDI will cause the Improvements to be made to the Transfer Station. DDI shall be solely responsible for ensuring that the Improvements are constructed in a timely and workmanlike fashion, and free from deficiency and defect. DDI shall also be responsible for all payments to contractors constructing the Improvements.
- 2. Douglas County Reimbursement of Cost of Improvements to DDI.** Within 30 days of written notice to Douglas County of final completion and DDI's acceptance of the Improvements to the Transfer Station by DDI, Douglas County shall reimburse DDI for the cost to construct the Improvements up to an amount of \$99,999.00 from the County's Solid Waste Management Fund. As part of the written notice issued by DDI pursuant to this paragraph, DDI shall provide Douglas County with copies of all invoices/bills related to the construction cost of the Improvements, and all certificates of completion and acceptance issued by contractors performing the construction and DDI.
- 3. DDI Compliance With Requirements of NRS Chapter 338.** Due to public funds being used to reimburse DDI for the cost of the Improvements, before contracting to construct the Improvements, DDI shall comply with all bid solicitation requirements of NRS Chapter 338, including, but not limited to, NRS 338.13862 which requires the solicitation of bids from three properly licensed contractors if the estimated cost of a public work is more than \$25,000 but less than \$100,000.
- 4. No Effect on Public/Private Lease Agreement.** Nothing in this agreement is intended to alter, modify, or otherwise affect the parties' respective rights and obligations under the Public/Private Lease Agreement related to the Transfer Station entered into by the parties on or about November 19, 1999, and recorded as Document Number 1999-0481198 with the Douglas County Recorder.
- 5. Notices:** All notices required to be given in writing by this Contract shall be deemed to be received (i) upon delivery if personally delivered, or (ii) when receipt is signed for if mailed by certified or registered mail, postage prepaid, or by express delivery service or courier, when addressed as follows (or sent to such other address as a Party may specify in a notice to the others):

Department of Public Works  
Douglas County  
Attn: Ron Roman

DDI: Douglas Disposal, Inc.  
Attn. Jeff Tillman, President

P.O. Box 218  
Minden, NV 89423

1653 North Lucerne Street, Suite A  
Minden, Nevada 89423

**6. Jurisdiction and Venue.** Any legal action or proceeding arising under the Contract must be brought in the courts of the State of Nevada, County of Douglas.

**7. Indemnity.** DDI agrees to hold harmless, indemnify, and defend County, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any and all claims, demands, suits, actions, or causes of action, caused by any action, either direct or passive, the omission, failure to act, or negligence on the part of DDI, its employees, agents, representatives, or Subcontractors arising out of construction of the Improvements. If County's personnel are involved in defending such actions, DDI shall reimburse County for the time and costs spent by such personnel at the rate charged County for such services by private professionals. Nothing in this contract shall be interpreted to waive nor does the County, by entering into this contract, waive any of the provisions found in Chapter 41 of the Nevada Revised Statutes.

**8. Entire Contract.** This Contract constitutes the entire agreement of the parties and shall supersede all prior offers, negotiations, agreements and contracts whether written or oral. Any modifications to the terms and conditions of this Contract must be in writing and signed by both parties.

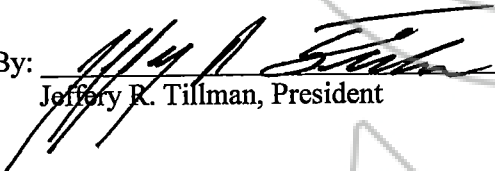
**9. Severability.** If any part of this Contract is found to be void it will not affect the validity of the remaining terms of this Contract which will remain in full force and effect.

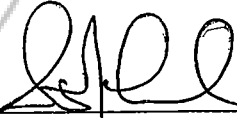
**10. Execution.** The parties agree to execute such additional documents and to take such additional actions as are reasonably necessary or desirable to carry out the purposes hereof. They also agree, acknowledge and represent that all corporate authorizations have been obtained for the execution of this Contract and for the compliance with each and every term hereof. Each undersigned officer, representative or employee represents that he or she has the authority to execute this Contract on behalf of the party for whom he or she is signing.

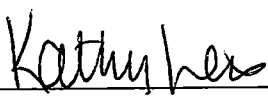
IN WITNESS WHEREOF, the County has caused this Contract to be executed by its officers thereunto duly authorized and the Consultant has subscribed same, all on the day and year first above written.

**DOUGLAS DISPOSAL, INC.**

**DOUGLAS COUNTY, NEVADA**

By:   
Jeffery R. Tillman, President

By:   
Chair, Steven J. Thaler  
Douglas County Board of Commissioners

ATTEST:   
Kathy Lewis, County Clerk

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

15<sup>th</sup> day of June, 2018

By:  Deputy