

Assessor's Parcel Number: N/A

Date: JANUARY 23, 2019

Recording Requested By:



KAREN ELLISON, RECORDER

Name: HEATHER MACDONNELL, PUBLIC WORKS
(CW)

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

INTERLOCAL CONTRACT #2019.011
(Title of Document)

FILED

2019.01.22

INTERLOCAL CONTRACT FOR SERVICES

2019 JAN 22 PM 3: 38

A CONTRACT BETWEEN DOUGLAS COUNTY
P.O. BOX 218
MINDEN, NV 89423

DOUGLAS COUNTY
CLERK
[Signature]

AND

TAHOE REGIONAL PLANNING AGENCY
PO Box 5310
STATELINE, NV 89449-5310

This Interlocal Contract for Services (hereafter "Contract") is entered into by and between Douglas County, a political subdivision of the State of Nevada, (hereafter "County") through the Interim County Manager and the Tahoe Regional Planning Agency (TRPA), a bi-state regional environmental planning agency hereafter "Contractor". County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WHEREAS, the Parties are public agencies under Nevada Revised Statutes (NRS) 277.100 (County) or Public Law 96-551 (TRPA); and

WHEREAS, NRS 277.180(1) and (3)(a) allow public agencies to contract with 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, the County and TRPA are each authorized by law to perform or undertake governmental functions and responsibilities as separate legal entities; and

WHEREAS, County and TRPA will be able to provide more effective and efficient services by entering into this Contract to provide services for the protection of the health and welfare of the inhabitants of Douglas County.

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. EFFECTIVE DATE AND TERM OF CONTRACT. The Contract will become effective on November 8, 2018 and shall continue until June 30, 2019, unless terminated in accordance with Paragraph 6 of the Contract.

2. INDEPENDENT CONTRACTOR STATUS. The Parties agree that Contractor shall have the status of an independent contractor and that this Contract, by explicit agreement of the Parties, incorporates and applies the provisions of NRS 333.700 et. al., as necessarily adapted, to the Parties, including that Contractor is not an employee of the County and that

There shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the independent contractor or the County to the public employees retirement system;
- (5) Accumulation of vacation leave or sick leave; and
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

3. INDUSTRIAL INSURANCE. Contractor further agrees that prior to the commencement of any work and as a precondition to any obligation of the County to make any payment under the Contract, the Contractor will provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also agrees, prior to commencing any work under the Contract, Contractor will complete and provide evidence to the County that the Contractor has made the following written request to Contractor's insurer:

TRPA has entered into a contract with Douglas County to perform work from November 8, 2018 to June 30, 2019 and requests that the authorized insurer provide to Douglas County: (1) A certificate of coverage issued pursuant to NRS 616B.627 and (2) notice of any lapse in coverage or nonpayment of coverage that the Contractor is required to maintain.

The certificate and notice should be mailed to:

Douglas County
Post Office Box 218
Minden, Nevada 89423

Contractor agrees to maintain required workers compensation coverage throughout the entire term of this Contract. If Contractor does not maintain coverage throughout the entire term of the Contract, Contractor agrees that the County may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, suspend the Contract, or terminate the Contract at the sole discretion of the County. For each six-month period this Contract is in effect, Contractor agrees, prior to the expiration of the six-month period, to provide another written request to the insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that the County may order the Contractor to stop work, suspend the contract, or terminate the Contract at the sole discretion of the County.

4. SERVICES TO BE PERFORMED. The Parties agree the services to be performed are described in the attached Exhibit "A" Tahoe Regional Planning Agency Scope of Work ("Scope"), and incorporated by this reference.

5. PAYMENT FOR SERVICES. Contractor agrees to provide the professional services set forth in Paragraph 4 at a total cost not to exceed Fifteen Thousand Dollars (\$15,000) (the

“Contract Price”). County does not agree to reimburse for per diem allowances. Unless Contractor has received a written exemption from the County, Contractor shall submit requests for payment for services performed under this Contract. Requests for payment by Contractor may only be made for reimbursement of actual cash disbursed by Contractor. Requests for payment must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Contractor agrees to provide with each request for payment a schedule of actual expenditures for the period, cumulative total expenditures for the entire Contract, and a comparison of cumulative total expenditures to the approved budget.

6. 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 Contractor to the County. All monies due and owing up to the point of termination shall be paid by Douglas County.

7. NONAPPROPRIATION. All payments under this Contract are contingent upon the availability of County 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 the County for this Contract for the then current fiscal year under the Local Government Budget Act. This Contract shall terminate and the County’s obligations under it shall be extinguished if the County fails to appropriate the necessary funding.

Nothing in this Contract shall be construed to provide Contractor with a right of payment over any other entity. Any funds obligated by the County under this Contract that are not paid to Contractor shall automatically revert to the County’s discretionary control upon the completion, termination, or cancellation of this Contract. The County shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Contractor. Contractor shall have no claim of any sort to the unexpended funds.

8. CONSTRUCTION OF CONTRACT. This Contract shall 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 Contract. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, litigation may only proceed before a federal northern Nevada district court in the State of Nevada. The court will recognize any offers of judgment made by a Party pursuant to Nevada law. The Contract Documents shall include this document and Exhibit A, hereto. The Contract Documents are intended to be complimentary to one another and shall be so construed. To the extent that there is an irreconcilable difference between the Contract Documents, the order of precedence shall be: first, this document, thereafter Exhibit A.

9. COMPLIANCE WITH APPLICABLE LAWS. Contractor promises and agrees to 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 this Contract, including, but not

limited to, all federal, state, and local accounting procedures and requirements, all hazardous materials regulations, and all immigration and naturalization laws.

10. ASSIGNMENT. Contractor will neither assign, transfer nor delegate, any rights, obligations or duties under this Contract without the prior written consent of the County.

11. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of Contractor related to this Contract shall be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

12. DISPOSITION OF CONTRACT MATERIALS. All professional and technical information developed under this Contract and all work sheets, reports, and related data shall remain the property of the Contractor, provided that County shall receive a non-exclusive license to use and reuse the professional and technical information. Contractor further agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Contractor harmless from any claim arising out of reuse of the information for uses other than this project.

13. PUBLIC RECORDS LAW. Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

14. INDEMNIFICATION. Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the negligent performance of this Contract by Contractor or Contractor's agents or employees.

15. MODIFICATION OF CONTRACT. This Contract and the attached Exhibit "A" constitute the entire Contract and understanding between the Parties and may only be modified by a written amendment signed by both Parties.

16. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this agreement.

17. STANDARD OF CARE. Contractor will perform all services in a manner consistent with that level of care and skill ordinarily exercised by other members of Contractor's profession currently practicing in the same locality under similar conditions.

18. WAIVER OF LIEN. Contractor understands and agrees that the services it will render to the County are not intended for the improvement of real property or to otherwise grant any rights to Contractor pursuant to NRS chapter 108.

19. THIRD PARTY BENEFICIARY. 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 either Contractor or County.

20. NOTICES. All notices, requests, demands and other communications hereunder must be in writing and will be deemed delivered when sent via certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

To County: Douglas County
Attn: Stormwater Program Manager
1120 Airport Road Building F-2
Post Office Box 218
Minden, Nevada 89423
Telephone: (775) 782-6480


To Contractor: Shay Navarro, Stormwater Program Manager
Tahoe Regional Planning Agency
128 Market Street
Stateline, NV 89449

22. CONFORMITY WITH COUNTY POLICIES. The Contractor is entering into a Contract with the County and will comply with the policies and requirements of Douglas County Public Works Department and Douglas County Code that have been provided to the Contractor in writing prior to the Effective Date.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Tahoe Regional Planning Agency
A Bi-state Regional Environmental Planning Agency

By:  11/11/19
Joanne Marchetta, Executive Director (Date)
Tahoe Regional Planning Agency

DOUGLAS COUNTY
By:  _____
Chairman, Douglas County Board of Commissioners (Date)



Attachment A

Jenifer Davidson
Interim Douglas County Manager
P.O. Box 218
Minden, NV 89423

Dear Ms. Davidson:

To protect Lake Tahoe, the Tahoe Regional Planning Agency (TRPA) requires all developed parcels to mitigate their water quality impacts through the installation and maintenance of stormwater BMPs. TRPA's Stormwater Management Program provides technical assistance to property owners on BMP design, installation and maintenance, and tracks compliance basin-wide. The purpose of this letter is to outline a scope of work for the \$15,000 of Douglas County stormwater maintenance funding to continue TRPA's TMDL support on parcel stormwater Best Management Practices (BMPs). Please note that these tasks will be supplemented with funds from other sources.

Task 1 – Multi-Family and Commercial BMP Maintenance

- Coordinate with Douglas County to identify BMP maintenance priorities.
- Provide technical assistance as needed to facilitate completion of BMP Inspection and Maintenance Logs for properties previously notified or for those specifically identified as priorities to meet TMDL requirements. Properties will be prioritized based on location within TMDL registered catchments, having a BMP Certificate that is more than five years old, and indicators of relative high pollutant loading.
- Collect documentation and/or conduct inspections as needed to verify maintenance.
- Track maintenance logs using Accela public record keeping software and update certification status in BMP database.

Task 2 – BMP Implementation and Tracking

- Accelerated BMP Implementation
 - Meet with Douglas County to review list of remaining CICU parcels produced with NDEP funding and discuss and identify priorities.
 - Send certified *Notice of Failure to Implement BMPs* to CICU and large MFR out of compliance as needed, in coordination with Douglas County with focus placed on parcel size and for properties within TMDL registered catchments.
- Small BMP Retrofit Plans
 - Review and approve as needed small BMP Retrofit Plans submitted electronically by contractors for project disturbing less than 7 cubic yards of soil.

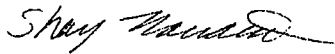
- Conduct parcel BMP research, provide technical assistance, issue BMP Retrofit Permits, perform inspections and issue Certificates as needed.
- Tracking and Reporting
 - Track progress using Accela public record keeping software, report certifications in the BMP database housed on the BMP website (tahoebmp.org) with the BMP Mapping Tool and LT info for use with TMDL crediting reports.

Task 3: Identify Area-wide Water Quality Treatment Opportunities

- Through GIS Analysis of existing stormwater infrastructure and site constraints inhibiting infiltration, identify potential area-wide treatment opportunities in coordination with Douglas County, as needed.

We appreciate your support and are happy to answer any questions you may have about the scope of work.

Sincerely,

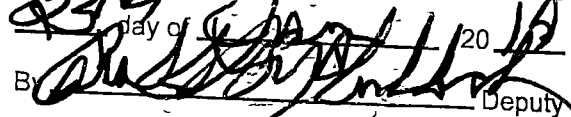


Shay Navarro
Stormwater Program Manager

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

23rd day of August 2019
By  Deputy