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KAREN ELLISON, RECORDER

Assessor's Parcel Number:  N/A

Date:  JULY 5, 2019

Recording Requested By:

Name:  COURTNEY WALKER, PUBLIC WORKS

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

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

Real Property Transfer Tax: \$  N/A

INTERLOCAL CONTRACT #2019.116

(Title of Document)

**INTERLOCAL CONTRACT FOR SERVICES**

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

AND

**CARSON VALLEY CONSERVATION DISTRICT**  
**1702 COUNTY ROAD, SUITE A**  
**MINDEN, NV 89423**

**FILED**  
**NO.** 2019-116  
25-19  
DATE  
**DOUGLAS COUNTY CLERK**  
MINDEN, NV  
**BY** [Signature] **DEPUTY**

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 Carson Valley Conservation District (CVCD), a Nevada Conservation District hereafter "Contractor". County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

**WHEREAS**, the Parties are each public agencies and Nevada Revised Statutes (NRS) 277.100; 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 CVCD are each authorized by the laws of the State of Nevada to perform or undertake governmental functions and responsibilities as separate legal entities; and

**WHEREAS**, County and CVCD 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 July 1, 2019 and shall continue until June 30, 2020, 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:

CVCD has entered into a contract with Douglas County to perform work from July 1, 2019 to June 30, 2020 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 include General Clearing, Snagging, Maintenance, and Property Owner Technical Assistance ("Scope"), at the locations and in the manner more particularly described in Exhibit "A," which is attached hereto and incorporated by this reference.

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph 4 at a total cost not to exceed One Hundred Thousand Dollars (\$100,000) (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 with or 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 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:** Richard Wilkinson  
Carson Valley Conservation District  
1702 County Road, Suite A  
Minden, NV 89423

**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 Community 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.

Carson Valley Conservation District, A Nevada Conservation District

By: Richard Wilkinson 6/24/19  
Richard Wilkinson, Grants Manager (Date)  
Carson Valley Conservation District

**DOUGLAS COUNTY, NEVADA**

By: Barry Penzel 7/1/19  
Barry Penzel (Date)  
Chairman, Douglas County Board of Commissioners



## **Carson Valley Conservation District**

1702 County Rd., Suite A  
Minden, Nevada 89423

June 13, 2019

Courtney Walker  
Stormwater Program Manager  
Douglas County Public Works  
PO Box 218  
Minden, Nevada 89423

RE: **EXHIBIT A:** Carson Valley Conservation District 2019-2020 Work Plan for Douglas County – Genoa West Fork Carson River Bank Stabilization Phase 1

Dear Courtney,

With \$100,000 funding provided by Douglas County during 2019-2020 and match funding from the State of Nevada, the Carson Valley Conservation District (CVCD) will work on project planning, grant administration, permitting and expenses from professional services to complete river restoration and restore vertical cutbanks on the Carson River in Genoa, as well as provide technical assistance to the County and landowners in regards to the Carson River and irrigation ditches.

Carson Valley Conservation District (CVCD), put in for and received funds from the Nevada Division of Water Resources to help the County with an unstable section of the river that has migrated into local agricultural fields causing impacts to local producers. The overall goal of this project would be to use a combination of traditional rip-rap and bioengineering techniques to stabilize the soil, improve water quality and re-establish desirable vegetation for wildlife. CVCD considers this project a high priority since this area was severely impacted by recent flooding events in 2017.

The Carson Valley Conservation District will attempt to restore vertical cutbanks that are approximately  $\frac{3}{4}$  of a mile long and 12 to 15 feet high.

During this period the CVCD staff will continue to work on the required permits to perform the restoration and channel clearing, snagging and maintenance. The CVCD will send out project information to solicit landowner feedback for this project. The CVCD will obtain landowner access for this project including the Nevada Division of State Lands right of entry permit. The CVCD will partner with CWSD, CTWCD, NDOW, USFWS, Douglas County and NDEP to complete this river restoration and maintenance project by the winter of 2020.

**Tasks that are to be completed:**

CVCD staff will determine photo waypoints for monitoring the projects from start to finish. Staff will check in with the contractor during construction to ensure that BMP's are in place and functioning. Additionally, staff will be providing technical assistance to landowners along the Carson River in Douglas County.

Site specific tasks include:

**West Fork Genoa River Restoration and Flood Damage Recovery Project**

- Generate right of entry for landowner access
- Complete formal survey of site
- Develop engineered and stamped plan set
- Apply for permits
- Install rock key trench
- Place vertical willow bundles, willow mattress, COIR fabric and plants
- Place rock rip-rap along toe of bank
- Re-seed disturbed areas

The project will help minimize erosion, improve water quality, re-establish desirable vegetation, and improve river function within the project reach. The project will help trap sediment and provide for natural recruitment of vegetation along the riverbank. The willow plantings will help hold the soil and provide a head start on the re-establishment of vegetation of the riverbank.

**Provide Technical Support, Engineering and Design for Local Landowners**

- Provide technical assistance to local landowners impacted by stormwater and flooding issues
- Assist agencies and landowners with permitting and access
- Assist NRCS and FSA with EQIP and EWP Programs that benefit agricultural producers
- Assist all parties with impacts to Carson River flood plain

The CVCD would like to thank the Douglas County staff for their continued support of District's projects within the Carson Valley. We look forward to meeting with your staff following the completion of this year's projects.

Respectfully submitted,

Richard Wilkinson  
Grant Manager  
Carson Valley Conservation District



CVCD Rates and Fees

Billed in minimum 30 min. increments					
Carson Valley Conservation Rates effective January 1 2018					
Type of Work Codes:	Type of Equipment:	Type of Labor:	Agriculture Rate:	Prices:	Type of Rate:
Backpack Spraying = BPS	Truck 4x4			\$ 90.00	daily
High Pressure Spraying = HPS	Truck 4x4 with sprayer			\$ 150.00	daily
Boom Spraying = BMS	Tractor w/o Operator		\$35/Acre	\$ 250.00	daily
Boomless Nozzle Spraying = BMLS	ATV			\$ 85.00	daily
Grubbing = G	ATV with implements			\$ 100.00	daily
Inventory = I	Backpack Sprayer			\$ 5.00	daily
Mapping = M	Post Pounder Gas \$55/day			\$ 55.00	daily
Grazing = GZ Burning = B	Livestock			\$ 2.50	head/day
GPS \$7.50/day	Water and Propane no Crew			\$ 100.00	daily
Broadcast Seeding = BS	ATV Broadcaster			\$ 75.00	daily
Drill Seeding = DS	10" Great Plains No Till Seeder		\$15/Acre	\$ 250.00	daily
Herbicide = H	Trash pump w/stinger			\$ 75.00	daily
Brushhog = BH	Deck Mower w/o Tractor			\$ 50.00	daily
Equipment Stinger attachment = ES	Brushhog w/tractor			\$ 300.00	daily
Mechanical hand pulling = MHP	Equipment Fuel			actual	gallon
Mechanical power tools = MPT	Stihl MS 461 Chainsaw			\$ 55.00	daily
Chainsaw = C	Stihl FS 110 Brush Trimmer			\$ 55.00	daily
Stinger = S	25 gal. atv sprayer			\$ 25.00	daily
Hand tools = HT	10' GP No Till Drill			\$ 150.00	daily
Meadow Harrow = MH	18' Flatbed Equipment Trailer			\$ 75.00	daily
	Skid Mount Post Pounder			\$ 250.00	Daily
	25 gal. atv sprayer/boom			\$ 35.00	daily
Small Polan Chainsaw \$25/day	Firefighting Equipment for Pump \$25/day	Skilled		\$ 50.00	hourly
		Unskilled		\$ 25.00	hourly
<b>Staffing Costs: Salary or Wage plus Fringe Rate of 25%</b>					
District Manager				\$ 50.00	hourly
Invasive Weed Coordinator				\$ 50.00	hourly
Administrative Assistant				\$ 25.00	hourly
Crew Supervisor				\$ 30.00	hourly
Conservation Technician				\$ 25.00	hourly
Crew Members				\$ 25.00	hourly
Invasive Weed Technician				\$ 25.00	hourly
Intern (Paid)				\$ 17.50	hourly
Administration Costs					
Notary Fees				\$ 50.00	hourly
Meetings				\$ 50.00	hourly
Project Tours				\$ 50.00	hourly
Monitoring Projects or Sites				\$ 50.00	hourly
Sampeling Projects or Sites				\$ 50.00	hourly
Applications				\$ 50.00	hourly
Permits				\$ 50.00	hourly
Talks				\$ 50.00	hourly
Photographs				\$ 50.00	hourly
Phone Conference				\$ 50.00	hourly
Operator				\$ 50.00	hourly

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

5<sup>th</sup> day of July, 2019  
 By [Signature] Deputy