

Recorder's Office Cover Sheet

Recording Requested By:

Name: Ryan Stanton

Department: Weed Control



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KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement**
- Contract**
- Grant**
- Change Order**
- Easement**
- Other**

specify: _____



FILED
NO. 2021.171
11/3/2021
DATE
DOUGLAS COUNTY CLERK
MINDEN, NV
BY AL DEPUTY

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

This Interlocal Contract ("Contract") is made by and between 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, and Douglas County (the "County"), a political subdivision of the State of Nevada. NTCD and the County 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) 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 the 15th of October 2023, unless terminated in accordance with Paragraph 4 of the Contract.
- 2. Services Provided.** The services to be provided by the County include surveying, treatment, and monitoring of terrestrial invasive species for the Terrestrial Invasive Plants Control Project. The services are described in detail in Attachment A, Scope of Work, which is attached to this contract and made a part thereof. Ms. Dana Olson will serve as the Project Manager for the NTCD. Mr. Jeff Begovich will serve

as the Project Manager for the County. The parties must jointly agree on the performance of any work prior to commencement of the work by Douglas County.

3. **PAYMENT FOR SERVICES.** The payment for services by NTCD to County will not exceed Fifty Thousand Dollars (\$50,000) for the services provided by County pursuant to Attachment "A" Scope of Work. County shall submit monthly invoices to NTCD for all work performed, which shall be paid by NTCD within thirty days of receipt of the invoice. NTCD has no obligation to pay County invoices unless NTCD first receives payment from the United States Forest Service that can be applied towards the services provided by County.
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 the County to NTCD. All monies due and owing up to the point of termination shall be paid by NTCD.
5. **CONFORMITY WITH NTCD POLICIES.** The County is entering into a contract with NTCD and will comply with their requirements.
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.** The County 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, 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.

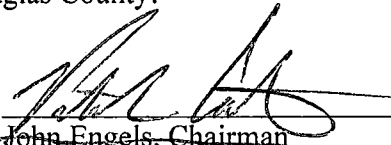
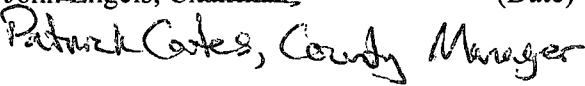
9. **SEVERABILITY.** The illegality or invalidity of any provision or portion of the Contract shall not affect the validity of the remainder of the contract.
10. **NON-APPROPRIATION OF FUNDS.** All payments and services provided under the Contract are contingent upon the availability of the necessary public funding. In the event that NTCD 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

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: 
John Engels, Chairman (Date)

Patrick Cotes, County Manager

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

By: 
Meghan Kelly, District Manager (Date)

Attest:


Amy Burgans
Douglas County Clerk



**ATTACHMENT A
SCOPE OF WORK
NEVADA TAHOE CONSERVATION DISTRICT
TERRESTRIAL INVASIVE PLANT CONTROL PROJECT**

The Terrestrial Invasive Plants Control Project (“Project”) is a joint effort between Douglas County (“County”), the United States Forest Service (“USFS”), and the Nevada Tahoe Conservation District (“NTCD”). This Project is to control and manage terrestrial invasive plant species (“TIPS”) in the Lake Tahoe Basin both on and off Nation Forest System Lands.

NTCD will provide up to \$50,000.00~~XXX~~ of funding from the USFS Terrestrial Invasive Plants Control Project Grant.

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

- TASK 1:** *Improve watershed integrity by treating priority weed populations and those identified by Lake Tahoe Basin Weed Coordinating Group (LTBWCG) as eradicable and update Lake Tahoe Basin TIPS priorities*
- a) Identify current priority weed species and populations to focus treatments on in the Douglas County portion of the Lake Tahoe Basin
 - b) Determine appropriate treatment measures for selected population
 - c) Obtain proper access permissions or permitting for any treatments on USFS lands if necessary.
 - d) Provide NTCD with treatment records that include species information, treatment methods, and treatment acres (if applicable).
- TASK 2:** *Identify roadblocks in current land management policies and practices that impede the success of managing TIPS so USFS can review the need for updates to*
- e) Review treatment success yearly and reevaluate priority populations and success of treatments with help of NTCD.
 - f) Identify additional herbicides that are more targeted for the TIPS found in the Basin.

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

7 day of November, 2021

By Christine Lane Deputy