

## INTERLOCAL AGREEMENT

This Interlocal Agreement (the "AGREEMENT") is entered into on this [date] by and between the Washoe County Community Services Department (the "COUNTY") and the Nevada Tahoe Conservation District ("NTCD"), collectively referred to as the "PARTIES."

### RECITALS

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another public agency; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the COUNTY may enter into agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an Interlocal Contract, hereinafter called an Agreement; and

WHEREAS, Rosewood Creek, a perennial tributary to Third Creek with drainage into Lake Tahoe, plays an integral role in the local watershed's ecological health and the community's recreational opportunities;

WHEREAS, NTCD is undertaking the Lower Rosewood Creek Aquatic Organism Passage Project ("PROJECT") to enhance native fish passage, improve channel conditions, and promote overall watershed sustainability;

WHEREAS, the PROJECT requires access to and work within the right-of-way owned by the COUNTY, including but not limited to the replacement of two metal standpipe culverts with open-bottom culverts, improvements to channel sinuosity, reduction of channel incision, and restoration of riparian habitat;

WHEREAS, the COUNTY recognizes the ecological, recreational, and community benefits of the Project and is willing to grant access and rights for NTCD to perform necessary work under the terms and conditions outlined in this AGREEMENT;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the PARTIES agree as follows:

### ARTICLE I - NTCD AGREES

1. To conduct and carry out for the COUNTY the PROJECT to enhance native fish passage, improve channel conditions, and promote overall watershed sustainability, including project management services as more specifically described in Attachment "A".
2. To furnish or have furnished all labor, materials, services, equipment, tools and personal expenses necessary to perform the professional services required under the terms of this AGREEMENT, except as specifically provided herein.
3. Agrees to perform all work in compliance with applicable laws, regulations, and permits.
4. To take reasonable measures to minimize disruptions and restore any area disturbed during the course of the PROJECT to a condition equal to or better than the pre-PROJECT state.
5. To indemnify, defend, and hold harmless the COUNTY from and against any claims, liabilities, or damages arising from NTCD's activities on the Property, except to the extent caused by the COUNTY's negligence or willful misconduct.

### ARTICLE II - COUNTY AGREES

1. The COUNTY grants NTCD and its contractors, agents, and assigns the right to access and use the property located at the intersection of Rosewood Creek and Incline Way (the "PROPERTY") for the purposes of implementing the PROJECT.
2. NTCD's access and use of the PROPERTY will be limited to the areas necessary for PROJECT activities as depicted in Exhibit A (attached).
3. This AGREEMENT does not convey any ownership interest in the PROPERTY to NTCD.
4. The COUNTY assumes no liability for injuries or damages incurred by NTCD, its contractors, or third parties during PROJECT implementation.
5. To meet and coordinate with NTCD and provide the information necessary to carry out the PROJECT.
6. Review and provide comments on the PROJECT design plans.
7. Provide support and direction during PROJECT implementation.
8. Provide traffic control support as needed during PROJECT implementation.
9. Maintain the PROJECT'S new open bottom culvert at Incline Way and the immediate restored surrounding area for a minimum of twenty (20) years or the life of the infrastructure, whichever comes first, after flow is re-established in the new culvert and Rosewood Creek channel.

#### ARTICLE III - IT IS MUTUALLY AGREED

1. **Effective Date.** This AGREEMENT shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **Severability.** In case one or more of the terms, sentences, paragraphs, or provisions contained herein shall for any reason to be held to be invalid, illegal, or non-enforceable, in any respect, such invalidity, illegality, or non-enforceability shall not affect any other terms, sentences, paragraphs or provisions and this AGREEMENT shall be construed as if such invalid, illegal, or non-enforceable provision had never been contained herein.
3. **Governing Law/Venue.** This AGREEMENT shall be governed, interpreted and construed in accordance with the laws of the State of Nevada and venue for any action based upon its terms and the PARTIES' performance hereunder shall be in the Second Judicial District Court of Washoe County.
4. **Expiration.** The term of this AGREEMENT shall be from the date first written above through and including the 30th day of December 2026 or until the completion of the PROJECT, accepted by the COUNTY and NTCD, whichever occurs first.
5. **Termination.** This AGREEMENT may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) days after a



amount of funds which have been appropriated for payment under this AGREEMENT, but not yet paid, for the fiscal year budget in existence at the time of the breach.

10. Neither party shall be deemed to be in violation of this AGREEMENT if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the AGREEMENT after the intervening cause ceases.
11. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described herein. This indemnification obligation is conditioned upon service of written notice to the other party within 30 days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.
12. The PARTIES are associated with each other only for the purposes and to the extent set forth in this AGREEMENT. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this AGREEMENT. Nothing contained in this AGREEMENT shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
13. Failure to declare a breach or the actual waiver of any particular breach of the AGREEMENT or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
14. The illegality or invalidity of any provision or portion of this AGREEMENT shall not affect the validity of the remainder of the AGREEMENT and this AGREEMENT shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this AGREEMENT unenforceable.
15. Neither party shall assign, transfer or delegate any rights, obligations or duties under this AGREEMENT without the prior written consent of the other party.
16. Except as otherwise provided by this AGREEMENT, all or any property presently owned by either party shall remain in such ownership upon termination of this AGREEMENT, and

there shall be no transfer of property between the PARTIES during the course of this AGREEMENT.

17. Pursuant to NRS Chapter 239, information or documents may be open to public inspection and copying. The PARTIES will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.
18. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this AGREEMENT.
19. The PARTIES hereto represent and warrant that the person executing this AGREEMENT on behalf of each party has full power and authority to enter into this AGREEMENT and that the PARTIES are authorized by law to perform the services set forth herein.
20. This AGREEMENT and the rights and obligations of the PARTIES hereto shall be governed by, and construed according to, the laws of the State of Nevada. The PARTIES consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this AGREEMENT.
21. It is specifically agreed between the PARTIES executing this AGREEMENT that it is not intended by any of the provisions of any part of this AGREEMENT to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this AGREEMENT.
22. In connection with the performance of work under this AGREEMENT, the PARTIES agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. The PARTIES further agree to insert this provision in all

subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the day and year first above written.

Nevada Tahoe Conservation District

Washoe County Community Services  
Department

\_\_\_\_\_  
Cary Sarnoff (Date)  
Chair, Board of Supervisors

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Clara Andriola (Date)  
Chair, Washoe County Board of County  
Commissioners

Approved as to Form:

Approved as to Legality & Form:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Attorney