INTERLOCAL CONTRACT
BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada Acting By and Through Its

Nevada Department of Wildlife
6980 Sierra Center Parkway Suite 120
Reno, Nevada 89511
Nancy Camarena
775-688-1526
ncamarena@ndow.org

And

Clark County
500 S. Grand Central Parkway
Las Vegas, Nevada 89106
702-455-6133

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 contract is authorized by law to perform;

Whereas, Clark County (“County”) may make capital improvements or conduct programs to encourage boating safety, or may contract with a governmental organization for the improvement or program pursuant to the authority granted by NRS 373.119;

Whereas, Pursuant to NRS 501.351, the administrator of the Nevada Department of Wildlife (“NDOW”) is authorized to enter into an agreement with any county for the purpose of carrying out the policies of the Nevada Wildlife Commission;

NOW, THEREFORE, in consideration of the premises and terms contained herein, the parties agree as follow:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless executed and approved by each party, and by the Nevada State Board of Examiners.

2. DEFINITIONS. “State” means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS41.0307.

3. CONTRACT TERM. This Contract shall be effective upon final signatures to November 30, 2023, unless sooner terminated by either party as set forth in this Contract.

4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately, and the other party waives any claims for damages due to such termination, if for any reason any State and/or federal funding relied on by the
5. NOTICE. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

6. SCOPE OF WORK; INCORPORATED DOCUMENTS. The parties agree that the Department of Wildlife and Clark County shall provide the improvements and/or programs described in this paragraph or in following attachments. This Contract incorporates the following attachments in descending order of constructive precedence:

   ATTACHMENT AA: SCOPE OF WORK

7. CONSIDERATION. Clark County agrees to transfer, at its sole discretion, funds received pursuant to NRS 373.119 from the sale of fuel for use in boats at marinas located in Clark County. The funds shall be used for the purpose set forth in paragraph (6) **The total Contract shall not exceed $400,000.00.**

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. BOOKS AND RECORDS; INSPECTION & AUDIT. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes and agrees that such documents will be made available for inspection or review upon reasonable notice from authorized representatives of the State or Federal Government.

10. BREACH; REMEDIES. Failure of either party to perform any material obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. The parties stipulate and agree that for purposes of an award of attorneys’ fees, $125 per hour is a reasonable rate for attorneys’ fees.

11. LIMITED LIABILITY. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract 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 limitation, 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 Contract after the intervening cause ceases.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity, but no contractual agreement to indemnify is made in this Contract.

14. INDEPENDENT AGENCIES. The parties are associated with each other only for the purposes and to the extent

Interlocal with NDOW for Boating Funds
set forth in this Contract, and in respect to performance of services pursuant to this Contract. Nothing contained in this Contract 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 party whatsoever with respect to the indebtedness, liabilities, and obligations of the other party.

15. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract 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.

16. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. **ASSIGNMENT.** Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. **OWNERSHIP OF PROPRIETARY INFORMATION.** Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the property of the party who created or prepared it.

19. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. **CONFIDENTIALITY.** 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 Contract.

21. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform or procure the services set forth in paragraph (6).

22. **GOVERNING LAW; JURISDICTION.** This Contract 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 jurisdiction of the Nevada district courts for enforcement of this Contract.

23. **ENTIRE AGREEMENT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the State of Nevada Office of the Attorney General, and the Nevada Board of Examiners.
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

COUNTY OF CLARK

__________________________
STEVE SISOLAK, Chair
Board of County Commissioners

Approved as to form
STEVE WOLFSON, District Attorney

LISA LOGSDON
Deputy District Attorney

STATE OF NEVADA
DEPARTMENT OF WILDLIFE

__________________________
Deputy Director

BOARD OF EXAMINERS

__________________________
Signature – Board of Examiners

Approved as to form:
Attorney General

Deputy Attorney General for Attorney General