

1 **NYE COUNTY RESOLUTION NO. 2018-12**

2 **A RESOLUTION APPROVING AND RATIFYING A COOPERATIVE AGREEMENT BETWEEN**  
3 **NYE COUNTY AND THE TONOPAH CONSERVATION DISTRICT.**

4 WHEREAS, the Tonopah Conservation District ("District") was created pursuant to Chapter 548  
5 of the Nevada Revised Statutes to meet the natural resource conservation needs within specified  
6 boundaries of Nye County;

7 WHEREAS, the District has been serving the County since 1948 and provides valuable services  
8 to its constituents;

9 WHEREAS, the County is desirous to assist the District in its conservation efforts;

10 WHEREAS, the District is empowered pursuant to Nevada Revised Statutes 548.360 to  
11 cooperate or enter into an agreement to aid the County in conserving renewable resources;

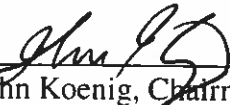
12 WHEREAS, the County is empowered pursuant to Nevada Revised Statutes 277.045 to enter  
13 into a cooperative agreement with the District;

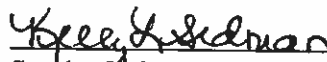
14 NOW, THEREFORE, BE IT RESOLVED by the Nye County Board of County Commissioners  
15 that the Cooperative Agreement attached hereto as Exhibit A, is hereby approved and adopted.

16 APPROVED this 20<sup>th</sup> day of February, 2018.

17 NYE COUNTY  
18 BOARD OF COUNTY COMMISSIONERS

ATTEST:

19   
20 John Koenig, Chairman

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22 Sandra L. Merlino, Nye County Clerk  
23 and Ex-Officio Clerk of the Board

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## **EXHIBIT A**

## **COOPERATIVE AGREEMENT**

This Cooperative Agreement ("Agreement") is entered into by and between NYE COUNTY ("County"), a political subdivision of the State of Nevada, and TONOPAH CONSERVATION DISTRICT ("District"), a governmental subdivision of the State of Nevada.

### **WITNESSETH:**

**WHEREAS**, the District was created pursuant to Chapter 548 of the Nevada Revised Statutes to meet the natural resource conservation needs within specified boundaries of Nye County;

**WHEREAS**, the District has been serving the County since 1948 and provides valuable services to its constituents;

**WHEREAS**, the County is desirous to assist the District in its conservation efforts;

**WHEREAS**, the District is empowered pursuant to Nevada Revised Statutes 548.360 to cooperate or enter into an agreement to aid the County in conserving renewable resources;

**WHEREAS**, the County is empowered pursuant to Nevada Revised Statutes 277.045 to enter into a cooperative agreement with the District;

**NOW, THEREFORE**, it is agreed by the parties as follows:

**COUNTY will:**

1. Provide funds to the District in the amount of \$5000.00 per year.

**DISTRICT will:**

1. Work to conserve, protect, and develop natural resources at such rate and such levels of quality as will meet the needs of the people within the geographical boundaries of the District.
2. Indemnify and hold harmless the County for any loss incurred arising from acts and omissions of the County, County officers or County agents in connection with this Memorandum.

**BOTH PARTIES will:**

1. Cooperate in good faith and make all reasonable efforts to resolve disagreements arising from this Agreement.
2. Meet as needed to review and evaluate the implementation of current conditions and trends concerning the intent and functioning of this Agreement.
3. Adhere to all applicable federal, state and local laws and regulations.

## **TERM OF AGREEMENT**

The initial term of this Agreement is five years beginning January 1, 2018, through December 31, 2022. The initial term may be extended for additional five-year terms upon mutual written consent by the parties.

## **FORCE MAJEURE**

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 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 Agreement after the intervening cause ceases.

## **INDEPENDENT PUBLIC AGENCIES**

The parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement, shall have the sole 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.

## **WAIVER OF BREACH**

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.

## **SEVERABILITY**

If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

## **ASSIGNMENT**

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

## **TERMINATION**

Either party may terminate this agreement by providing sixty (60) days written notice to the other.

## **PROPER AUTHORITY**

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.

**GOVERNING LAW; JURISDICTION**

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 jurisdiction of the Fifth Judicial District Court of the State of Nevada for enforcement of this Agreement.


**ENTIRE AGREEMENT AND MODIFICATION**

This Agreement 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 Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

**IN WITNESS WHEREOF**, duly authorized representatives of the parties hereto have executed this Memorandum on the dates shown below.

**COUNTY OF NYE**

BY:



John Koenig  
Chair, Nye County  
Board of Commissioners

DATE: 2/20/18**TONOPAH CONSERVATION DISTRICT**

BY:



Manager, Tonopah Conservation  
District

DATE: 2-1-18

ATTEST:



SANDRA L. MERLINO, County Clerk  
and Ex-Officio Clerk of the Board