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NO. 98.188

'98 SEP 21 A9:17

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into effective the 12 day of AUGUST, 1998, by and between the Douglas County School District, through its duly constituted Board of Trustees ("School District"), and Indian Hills General Improvement District, a political subdivision of the County, per NRS 318, through its duly constituted Board of Trustees ("IHGID").

BARBARA REED
CLERK
DEPUTY

RECITALS

WHEREAS, NRS 277.100(a) defines a public agency eligible to enter into an interlocal agreements to include school districts and other districts, and the School District and IHGID are therefore public agencies under NRS 277.100; and

WHEREAS, NRS 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 the functions of owning and/or operating water service systems, including wells, pumps and related facilities; and

WHEREAS, the parties did previously, on July 7, 1980, and on August 25, 1982, enter into agreements related to water service to the Jack's Valley School, and to other matters; and

WHEREAS, by entering into this contract, the School District and IHGID will be able to provide more effective and efficient services.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. The term of this Agreement shall commence upon approval of this Agreement by the governing boards of both parties, and shall continue until terminated in accordance with the terms and provisions of this agreement.
2. School District shall retain the water rights under permit numbers 52288 and 52289 and shall be responsible for maintaining said rights.
3. School District does hereby grant to IHGID a perpetual easement, including ingress and egress, over and across School District's property, to maintain, operate, replace or repair any of the infrastructure which was transferred by School District to IHGID in the July 7, 1980 agreement, and for the purpose of allowing IHGID to connect the system servicing the Jack's Valley Schools with the system which serves residents of IHGID. Immediately upon approval of this Agreement, IHGID

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shall proceed to design and install, at no expense to School District, an inter-connection between the said systems.

4. Prior to the interconnection of the water systems, IHGID shall obtain water quality samples from the water system presently used at the school site to establish a baseline against which to compare water quality after the interconnection has been made. IHGID will forward the results of its tests of the samples to the School District. On a quarterly basis for one year thereafter, IHGID shall provide the School District with sample tests of the interconnected system in order to show any deviance from the baseline results. After the first year said sample test results will be provided to the School District on an annual basis.

5. IHGID shall assume all obligations to comply with regulation and monitoring of flows for both systems as may be required by the State of Nevada, Department of Water Resources, and/or Bureau of Health Protection Services, including, but not limited to, the domestic well monitoring program required by the State of Nevada, Department of Water Resources as required under the water permits numbers 52288 and 52289. IHGID will install, at its own expense, two way totalizing meters to be used to assure that there is no net export of water pumped from the two wells at the school site to the IHGID service area. Said meters will be read on the first of each month after the systems are connected and IHGID agrees that the meters will indicate, upon each reading, that there has been no net export of water from the two wells at the school site to the IHGID service area. It is further agreed that IHGID will not reduce, at any time, the amount of water stored in the storage tank below 290,000 gallons plus additional storage capacity to meet the maximum daily demand at the schools, unless the Nevada Division of Forestry, the School District's insurance carrier or the State Fire Marshal require more than 290,000 gallons, in which case IHGID shall maintain the larger required gallonage in the tank. IHGID agrees that the system servicing the Jack's Valley School, and any future schools on the fifty-five acre site, shall deliver water which, at all times, meets the existing and future federal and state of Nevada drinking water standards and requirements for schools.

6. IHGID agrees to lead and pay the costs of any defense of the School District's water rights from attack by other parties resulting from the connection of the two systems. IHGID specifically agrees to hold the School District, its employees and assigns harmless and indemnified against any action by any of the domestic well owners in the area of the school site, particularly the domestic well owners in the Valley View Subdivision, Unit No. 2.

7. IHGID shall be responsible for arranging any easements, access and legal descriptions in favor of IHGID if any portion of the water systems is on property not owned by School District. Notwithstanding anything herein contained to the contrary, IHGID's ownership, repair and maintenance responsibility shall stop and end at any service meter or landscape meter to School District property.

8. Performance by either party hereunder shall not be deemed to be in default, when delays or defaults are due to war, insurrection, strikes, walk-outs, riots, floods, earthquakes, fires, casualties,

other acts of God, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, judicial decisions, or other similar basis for excused performance which is not within the reasonable control of the party to be excused. If written notice of such delay is given to either party within thirty (30) days of the commencement of such delay, an extension of time for such cause will be granted in writing, for the period of the forced delay, or longer, as may be necessary.

9. This Agreement is intended to be continuous. Termination of all or any portion of this Agreement shall require affirmative action on the part of both parties.

10. In the event that there is an inconsistency between this Agreement and either the agreement dated July 7, 1980, or August 25, 1982, then the terms and conditions of this Agreement shall control.

11. If the terms and conditions of this agreement are not complied with then the non-complying party shall be liable to the other party for all damages incurred as a result of the non-compliance including reasonable attorneys fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year hereinafter written.

DATED: This 17th day of August, 1998

DOUGLAS COUNTY SCHOOL DISTRICT

By: R. Wallstrum
RANDALL WALLSTRUM

DATED: This 24th day of AUG, 1998.

INDIAN HILLS GENERAL IMPROVEMENT DISTRICT

By: Ronald A. Kruse
RONALD A. KRUSE

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REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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LINDA SLATER
RECORDER

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CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE:

Sept 21, 1998
B. REED Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By

Chad M. Mullock Deputy

STAMPED & ON SEAL