

No fee  
Subconservancy District

CONTRACT NO.: CC2001-45  
APPROVED: 06-19-2001

JOINT POWERS AGREEMENT  
BETWEEN THE CARSON WATER  
SUBCONSERVANCY DISTRICT, NEVADA AND  
ALPINE COUNTY, CALIFORNIA

THIS AGREEMENT, made and entered into on the date set forth herein, is done pursuant to the Joint Exercise of Powers Act (California Government Code § 6500 *et seq.*) and the Interlocal Cooperation Act (Nevada Revised Statutes § 277.080-277.180) by and between Alpine County, California and the Carson Water Subconservancy District, Nevada.

WHEREAS, the legislature of the State of Nevada has provided certain enumerated powers to the Water Conservation Districts pursuant to NRS Chapter 541; and

WHEREAS, the legislature of the State of Nevada has recognized the specific needs of the Carson river basin and has established and empowered the Carson Water Subconservancy District to meet those needs; and

WHEREAS, Carson Water Subconservancy District was expanded in 1999 to include all of the Carson River watershed located in the State of Nevada; and

WHEREAS, the headwaters of the Carson River and a portion of the Carson River watershed are located in Alpine County, California; and

WHEREAS, the Board of Supervisors of Alpine County and the Board of Directors of the Carson Water Subconservancy District have both recognized that joint and cooperative action on issues of mutual concern affecting the Carson River and its watershed would be productive and beneficial; and

WHEREAS, the Board of Supervisors and Alpine County wish to create a joint powers authority meeting the requirements of Nevada and California law for purposes of undertaking mutually acceptable projects and addressing issues of mutual concern;

NOW THEREFORE, for and in consideration of the mutual promises herein exchanges, the parties agree as follows:

ARTICLE I  
(Establishment of Joint Powers Authority)

Section 1. A Joint Powers Authority is hereby established, consisting of the Carson Water Subconservancy District. A political subdivision of the State of Nevada; and Alpine County, a county of the State of California.

Section 2. The Joint Powers Authority shall be named and operate as the Carson River/Alpine County Water Subconservancy, a bi-state Joint Powers Authority.

✓  
**CARSON WATER SUBCONSERVANCY DISTRICT**  
777 East William Street, Suite 110A  
P. O. Box 2672  
Carson City, NV 89701

0524377  
BK1001PG1482

Section 3. The Joint Powers Authority established shall be governed and operated by the terms and provisions of this Joint Powers Agreement, and by such Articles, By-laws, and/or Rules and Regulations as may be jointly agreed upon and adopted by the two members. Any such documents shall conform to the applicable laws of the States of Nevada and California. Alpine County shall file the notices required by California Government Code Section 6503.5

## ARTICLE II (Composition and Powers of the Board)

Section 1. The Joint Powers Authority shall consist of the Carson Water Subconservancy District and Alpine County. The Joint Powers Authority shall have and be governed by the Board of Directors containing thirteen (13 members), as follows: nine (9) members representing the governmental jurisdictions comprising the Carson Waters Subconservancy District, being three (3) from Douglas, and two (2) each from Carson City, Lyon County and Churchill County; two (2) members representing the Douglas County agricultural community, and two (2) members representing Alpine County. [One (1) of the members who represent each governmental jurisdiction must be an elected official of the governing board of such jurisdiction.]

Section 2. The Joint Powers Authority shall have the power to act on matters within the common powers of either Alpine County or the Carson Water Subconservancy District, which affect and pertain to matters relating to the Carson River and within the Carson River watershed.

Section 3. In exercising its power, the Board of the Joint Powers authority shall not take any action affecting any constituent governmental jurisdiction, or the lands contained within it, or requiring the expenditure of any funds by it, without the consent and affirmative vote of all representatives from such affected governmental jurisdiction. Any such action shall be consistent with the provisions of the Alpine Decree.

Section 4. The Joint Powers Authority agrees that it will consider and if affirmatively approved proceed with the projects set forth in Exhibit A to this agreement. The Board of the Joint Powers Authority may amend Exhibit A without action by the member entities, so long as the procedures set forth in Section 3 are complied with.

## ARTICLE III (Hold Harmless, Defense, and Immunities)

Section 1. The parties shall jointly defend any action brought by any third party, whether in law or equity, which arises from this agreement. Each party shall bear its own wages, disability payments, pension payments, and workers compensation costs for any personnel utilized for the provision of services under this agreement. The parties shall retain in full any and all immunities they possess under California and/or Nevada law. Such immunities shall not be deemed or construed to be modified by entry into this agreement or any performance hereunder.

Section 2. The Board of Directors of the Carson Water Subconservancy District and the Board of Supervisors of Alpine County, and any necessary employees thereof, shall cooperate in

0524377

BK1001 PG 1483

such actions as, in their sole discretion, may be reasonably required to carry out the purpose and intent of this agreement. This shall include the execution of any necessary documents and the granting of any necessary or required consents. The parties shall place their respective insurance companies, pools, or authorities on notice of the services to be provided hereunder. Any agreement creating debts, liability, and obligations of the Agency shall be exclusively those of the Agency and not those of any member jurisdiction.

ARTICLE IV  
(Miscellaneous Provisions)

Section 1. This agreement shall be effective on the date it has received all legally required approvals. The agreement shall run for five (5) years from and after the last of such approvals, and shall continue to run for five (5) year periods thereafter, unless terminated with the giving of ninety days notice as set forth below.

Section 2. It is not intended or contemplated that, in the performance of this agreement; funds will be received, transferred or otherwise disbursed directly to or by the Joint Powers Authority. Each entity shall establish a procedure to separately account for all funds and costs related to the Joint Powers Authority. Each entity shall be accountable for all funds and reporting of all receipts and disbursements in accordance with the laws of their respective states.

Section 3. Except as otherwise provided herein, this agreement may not be amended, assigned, or delegated, without the express written consent of the governing boards of both parties. This agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties; provided, however, that this agreement may be terminated, with or without cause, by either party upon the giving of ninety days written notice to the other party. Any notice required under this agreement shall be deemed given when personally serviced or when sent by registered or certified mail, return receipt requested, and such receipt is received by the canceling party.

Section 4. The County Auditor of Alpine County shall serve, should such service be required, as the Auditor of the Joint Powers Authority pursuant to California Government Code Section 6505 and shall fulfill the responsibilities set forth in California Government Code Section 6505.5 if required.

Section 5. Any property acquired by the Joint Powers Authority shall upon termination of this agreement, be divided or disposed of by mutual agreement.

Section 6. This agreement shall consist of the original and any counterparts created for purposes of signature.

Section 7. This document contains the entire agreement with regard to the matters contained herein and supercedes all previous discussion, representations, and communications between the parties with regard to these matters. Both parties to this agreement having been represented by Counsel, no presumption shall arise from the identity of the drafter.

**0524377**  
**BK1001PG1484**

*Robert A. King*  
Chairman of the Board of Directors  
Carson Water Subconservancy District

**SEAL**

*Joni M. Laffler*  
Attest: Secretary of the Carson Water  
Subconservancy District

*George N. Benesch*  
George N. Benesch  
Carson Water Subconservancy District

*Donald M. Jardine*  
Chairman of the Board of Supervisors  
Alpine County  
Donald M. Jardine

**SEAL**

*Barbara Howard*  
Attest: Barbara K. Jones, County Clerk and ex  
ex officio Clerk to the Board of Supervisors,  
County of Alpine, State of California  
By: Barbara Howard, Assistant County Clerk

*Dennis Crabb*  
Dennis Crabb  
County Counsel, Alpine County

**COOPER**

0524377  
BK1001PG1485

JOINT POWERS AGREEMENT  
BETWEEN THE CARSON WATER  
SUBCONSERVANCY DISTRICT, NEVADA AND  
ALPINE COUNTY, CALIFORNIA

Exhibit A

The following is a list of potential projects the Joint Power Authority (Authority) will be pursuing:

- Work with the Lahontan Water Quality Control Board on the setting and implementation of Total Maximum Daily Loads (TMDL) for Indian Creek Reservoir. The TMDL procedure identifies two primary implementation strategies, control of internal and external loadings which will require BMPs for phosphorous control on public and private lands within the watershed.
- Work with the US Forest Service on public land management issues such as: abandon mines, proposed Wild & Scenic destination, recreation opportunities, noxious weed control and watershed enhancement projects.
- Assist in securing funding for streambank stabilization and restoration projects along the East and West Forks of the Carson River.
- Provide local match funding to the Alpine Chapter of the Upper Carson River CRMP.

REQUESTED BY

*Carson Water Subconv Dist*  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2001 OCT -5 PM 2: 34

LINDA SLATER  
RECORDER

s. *A* PAID *BC* DEPUTY

0524377

BK 1001 PG 1486