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Comm Dev
Hydrology

FILED

NO. 2002.018

INTERLOCAL CONTRACT

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This Agreement is made by and between Douglas County (County) and the Incline Village General Improvement District (IVGID).

BY *[Signature]* COUNTY

RECITALS

The parties are public agencies under NRS 277.100, and NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform governmental service, activity or undertaking which any of the contracting agencies is authorized by law to perform; and

Each party is authorized by the laws of this State to perform or undertake the function of ensuring safe and adequate treatment of water; and

NRS 277.180(2) provides that the authorized purposes for contracts made pursuant to NRS 277.180 include the joint use of personnel, equipment and facilities for the promotion of the health, comfort, safety, life, welfare and property of the inhabitants of the counties and cities which are parties to the contract; and

IVGID has contracted with the Nevada Tahoe Conservation District (NTCD) to complete a watershed sanitary survey and management plan update described in Exhibit A, attached and incorporated by reference (the Contract); and

Douglas County is required to complete the same watershed survey.

AGREEMENT

In consideration of the mutual covenants, the parties agree as follows:

IVGID AGREES:

- 1. IVGID agrees to contract with NTCD to complete the survey detailed in the Contract attached as Exhibit A.

THE COUNTY AGREES:

- 2. Douglas County agrees to reimburse IVGID by invoice at the end of the project on an hourly basis not to exceed \$41,025, based on completion of the Contract.

IT IS MUTUALLY AGREED:

- 3. This agreement shall be effective on approval of the governing bodies of the two parties for the duration of the Contract.
- 4. Each respective party agrees to indemnify and hold harmless the other party, to the extent provided by law, including, but not limited to, NRS Ch. 41, from and against

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any liability arising out of the performance of the agreement proximately caused by any act or omission of its own officers, agents and employees:

5. The laws of the State of Nevada shall be applied in interpreting and construing this agreement.

6. The illegality or invalidity of any provision or portion of this agreement shall not affect the validity of the remainder of the agreement.

7. This agreement constitutes the full and final agreement between the parties and shall not be modified except in writing and signed by both parties.

8. All written notices under this agreement shall be delivered to the following officials at the addresses stated:

Bob Nunes, Director
Community Development
Post Office Box 218
Minden, Nevada 89423

John Danielson, General Manager
Incline Village G. I. D.
893 Southwood Boulevard
Incline Village, Nevada 89451

9. This agreement may not be assigned except by writing signed by both parties and shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

10. This agreement may be terminated according to the terms hereof, upon mutual agreement of the parties, or when it lapses by its terms.

11. If there is a dispute about the terms, conditions, interpretation or enforcement of this agreement, or about the performance of a party, and this matter must be arbitrated or litigated, then the arbitrator or court shall award a reasonable attorney's fee and taxable costs to the prevailing party.

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IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first written above.

Douglas County

By: *Daniel C. Holler*

Approved as to legal form:

By: *[Signature]*
Deputy District Attorney

Incline Village G. I. D.

By: *[Signature]*
Kenneth Kinsman, Chairman

By: *[Signature]*
Bob Wolf, Secretary

By: *[Signature]*
T. Scott Brooke, General Counsel

By: *[Signature]*
Daniel M. St. John, P.E.
Director of Public Works

CONFIDENTIAL

WATERSHED SANITARY SURVEY AND MANAGEMENT PLAN UPDATE

SCOPE OF WORK

INTRODUCTION

The Surface Water Treatment Rule requires systems with an unfiltered water supply to have a watershed management/control program and conduct a sanitary survey of the watershed every three to five years in order to update the plan and evaluate the effectiveness of the watershed control programs that have been implemented.

The initial watershed sanitary survey was completed in 1991 with the first 5-year update completed in 1997. The participants in this study shall be the Incline Village General Improvement District, the Kingsbury General Improvement District, the Edgewood Water Company, the Glenbrook Water Corporation, and Douglas County. This update will seek to evaluate the success of those recommendations from the 1997 update as well as establish a long-term monitoring and management program for the Basin. Some specific areas of concern that shall be addressed are as follows:

- Review and evaluate the previous 5 years of microbial and turbidity monitoring data as provided by the program participants,
- Document any changes and or incidents in the basin which might impact water quality,
- Review Tahoe Regional Planning Agency policies and report on any changes in policy which might effect water quality,
- Review the recommendations of the 1997 update and asses effectiveness,
- Establish a data collection and monitoring system and method of reporting consistent with the needs of all partners and the Environmental Protection Agency.

The State of Nevada Administrative Code (NAC) Chapter 445 also requires that the sanitary survey include a description of the systems' ability to meet the requirements of N.C. 445.2655 General Requirements for Treatment and 445.2661 Standards for Disinfection.

SCOPE OF WORK

Task 1-Project Management, Data Management and Reporting

Project management will include the following activities:

- Coordination between the water utilities and the regulatory agencies,
- Prepare a list of all information necessary from each water purveyor and a time frame for data collection,
- Create a standardized form so that all data collected can be easily input and interpreted,
- Create and Maintain a database of collected information,
- Prepare monthly progress reports, including a summary of all data collected and documenting any incidents occurring during that month, to be submitted with invoice. Progress report copies to be sent to all participating agencies and to Douglas County,
- Provide copies of project correspondence to all partnering agencies in the study,
- Give presentation to all partnering agencies on an annual basis focusing on changes occurring during the preceding year.

Task 2-Water Quality Data Evaluation

The water systems have been monitoring the raw water at their intakes for microbial contaminants and turbidity since the inception of this program. This data is to be incorporated into a database and evaluated. The Nevada Tahoe Conservation District shall perform the following tasks:

- Coordinate data base set-up and input. Data input shall be completed by NTCD,

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Task 6-Review Systems' Ability to Meet Treatment Standards

- For each participating system, review and summarize treatment facilities ability to meet the ¾ log inactivation of *Giardia* and other viruses,
- Review the systems' ability to meet reliability requirements,
- Review compliance schedules for systems that have not installed ozone facilities,
- Prepare a technical memorandum summarizing the systems ability to meet the required standards.

Task 7-Reporting and Report Generation

The end product of this project shall be the completion of the second five-year update as required by the State of Nevada Health Division in order to maintain exemption status. This shall be accomplished by collecting all interpreted data including comments from the participating agencies, into a single volume report that shall be forwarded to the Nevada Health Division for their review and comment. The final product shall meet the needs of the Nevada Health Division for the purpose of maintaining an exemption status.

COST ESTIMATE

Salary

Watershed Coordinator @ \$20.00 per hour including benefits.

TASK	HOURS	COST
Task 1-Project Management, Data Management and Reporting	900	\$18,000
Task 2-Water Quality Data Evaluation	540	\$10,800
Task 3-Review Changes in Basin Activities	160	\$3,200
Task 4-Review Changes in Policies and Regulations	120	\$2,400
Task 5-Watershed Management and Education Activities	360	\$7,200
Task 6-Review Systems' Ability to Meet Treatment Standards	160	\$3,200
Task 7-Reporting and Report Generation	160	\$3,200
Bookkeeping/Invoicing		\$1,200
Total:	2400	\$49,200

Materials and Supplies

Computer	\$2,000.00
Office Supplies	\$ 500.00
Photocopies & Reproduction	\$ 600.00
Postage	\$ 400.00
Mileage @ \$0.345 per mile	\$2,000.00
Total:	\$5,500.00

Total Cost Estimate for work performed from 5-1-2001 through 6-31-2002: \$54,700.

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- Plot data over time to review seasonal variations and evaluate data on the basis of location, depth of intake, distance from shore and from shore and from certain shoreline activities, and distance from creeks,
- Prepare a technical memorandum summarizing the data analysis with emphasis on meeting filtration avoidance criteria as well as an assessment of the systems' ability to meet future water quality regulations.

Task 3-Review Changes in Basin Activities

NAC Chapter 445 Section 2674 requires "a description of any significant changes that have occurred since the last survey which could affect the quality of the water." NTCD will concentrate on documenting activities and incidents during the last five years that might have an impact in the intakes of the participating systems. Specific tasks will include but not be limited to:

- Collect data and records from the participating systems for review and documentation,
- Review all spill records from the wastewater treatment agencies and/or the Regional Water Quality Control Board; review marina and dock facilities, records of recreation attendance for both boats and people, and any other pertinent sources of information,
- Perform field review of facilities in the vicinity of the intake to follow up on recommendations from the 1997 update,
- Prepare a technical memorandum summarizing any changes in the watershed and recording events that have occurred in the past five years and their impact on water quality.

Task 4-Review Changes in Policies and Regulations

Review and Monitor any change in the implementation of Tahoe Regional Planning Agency, Nevada Division of Environmental Protection and the US Environmental Protection Agency, that might have an effect on water quality with an emphasis on those changes occurring during the last five years.

- Meet with agency staff to review their program and the direction the agency is planning to take during the succeeding five years,
- Review the TRPA 10-year plan and EIP in order to ascertain possible affects on water quality,
- Attend TRPA-LTIMP meetings to stay current with all monitoring efforts in the basin,
- Summarize findings in a technical memorandum focusing on TRPA's efforts to improve water quality in the basin.

Task Watershed Management and Education Activities

- Review voluntary efforts by the agencies participating in the 1997 Update to implement the recommendations of that Update, including Data Management, Public Education, Creation of a Buffer Zone Around Intakes, Aerial Photography, Securing Additional Funding through Douglas County and others, Cooperation with US Forest Service on Designation of Impacted Sub-Watershed as High Priorities for Fuels Management, as well as continuing all recommendations for Ongoing Programs,
- Summarize any other activities such as wetland restoration and implementation of the 1996 Tahoe Bond Act, retirement of land in stream environment zones, etc., which have occurred during the last five years and projections as to projects which expect to be completed during the succeeding five years,
- Summarize findings and recommendations in a technical memorandum,
- Work with participating agencies to collect and disseminate all appropriate educational materials to the public and coordinate a series of workshops to educate the public in the importance of water quality protection,
- Work with participating agencies to ascertain approximate cost of fully implementing the recommendations of the 1997 Update and work with participating agencies to locate and obtain the necessary funding.

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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: January 15, 2002
B. Reed, Clerk of the Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By *[Signature]* Deputy

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SEAL

RECORDS SECTION