

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

2003 AUG 14 AM 11:23

WERNER CHRISTEN
RECORDER

\$ 0 PAID KJ DEPUTY

Assessor's Parcel Number: N/A

Date: AUGUST 13, 2003

Recording Requested By:

✓ Name: COUNTY MANAGER'S OFFICE

Address: _____

City/State/Zip: _____

CONTRACT #2003.163

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)
This cover page must be typed or legibly hand printed.

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FILED

NO. 2003.163

CONTRACT #2003-1

03 AUG 13 P1 33

INTERLOCAL CONTRACT

Addressing Funding From Subconservancy District
to Douglas County for Work Performed by USGS
on evaluating and refining the Water Budget for Carson Valley

BARBARA REED
CLERK
BY [Signature] DEPUTY

THIS CONTRACT dated this 7th day of AUGUST, 2003, is entered into by
and between DOUGLAS COUNTY, a political subdivision of the State of Nevada and
the CARSON WATER SUBCONSERVANCY DISTRICT, a political subdivision of the
State of Nevada (hereinafter "CWSD").

WITNESSETH:

WHEREAS, DOUGLAS COUNTY is a governmental subdivision of the State of
Nevada and therefore a public agency under NRS 277.100; and

WHEREAS, CWSD is a water subconservancy district created and organized
under the provisions of Chapter 541 of NRS; and

WHEREAS, this Contract is entered into under the provisions of NRS 277.180
and accordingly must be ratified by appropriate official action of the governing body of
each party as a condition precedent to its entry into force; and

WHEREAS, DOUGLAS COUNTY has entered into a Joint Funding Agreement
with U.S. GEOLOGICAL SURVEY (USGS) to evaluate and refine the Water Budget for
Carson Valley; and described in Exhibit "A", attached hereto and incorporated herein by
reference; and

WHEREAS, CWSD has agreed to set aside \$60,250.00 for the fiscal year
beginning July 1, 2003, and to grant DOUGLAS COUNTY said amount in order to
assist with the projects set forth in Exhibit "A".

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is mutually agreed by and between the parties as follow:

1. CWSD hereby grants to DOUGLAS COUNTY up to \$60,250.00 for the costs to perform work with the USGS to evaluate and refine the Water Budget for Carson Valley; and described in Exhibit "A ".
2. DOUGLAS COUNTY will submit requests for funding periodically over the next two fiscal years. The request for funding shall be accompanied by a description of what the funds were used for and shall reference this Contract.
3. CWSD commits to pay the approved amount of the request to DOUGLAS COUNTY within four (4) weeks of said request.
4. CWSD shall have no responsibility for costs exceeding \$60,250.00.
5. This Contract shall terminate December 31, 2004, at which time DOUGLAS COUNTY shall have one (1) month thereafter to submit its final invoice for payment related to work performed under this Contract.
6. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
7. a. Consistent with paragraph 6 of this Contract, each party shall indemnify, hold harmless and defend, not excluding the others right to participate, the other party from and against all liability, claims, actions,

damages, losses, and expenses, including, but not limited to, reasonable attorneys fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents.

Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

b. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within thirty (30) days of the indemnified party's accrual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

8. For invoicing and notice purposes, the address of each party is as follows:

DOUGLAS COUNTY
Attn.: Dan Holler
County Manager
P. O. Box 218
1594 Esmeralda Ave., Rm. #307
Minden, NV 89423
(775) 782-9821

CWSD
Attn.: Edwin James
General Manager
777 E. William St., #110
Carson City, NV 89706
(775) 887-7456

9. This Contract shall be by and between the parties hereto and shall not be assignable or transferable.

10. Any dispute regarding this Contract shall be decided according to the laws of the State of Nevada. If any part of this Contract is declared to be unlawful, any remaining obligations shall be deemed terminated.
11. This Contract may only be amended by consent of both parties. Any amendments must be written and executed with the same formality as this Contract.
12. This Contract constitutes the entire understanding between the parties and there are no representations, conditions, warranties or collateral agreements (expressed or implied), statutory or otherwise, with respect to the subject of this Contract.
13. Notwithstanding this Contract is initially executed by the DOUGLAS COUNTY Manager and General Manager of CWSD, this Contract becomes effective when ratified by appropriate official action of the governing body of each party, and shall be deemed dated as of the later date of said official action.
14. 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 engage in cooperative action set forth herein.
15. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times and places.

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year first written above.

DATED: 7-24-03

DOUGLAS COUNTY

Daniel C. Holler
Daniel C. Holler, County Manager

DATED: 7-16-03

CARSON WATER
SUBCONSERVANCY DISTRICT

Edwin D. James
Edwin D. James, General Manager

DATED: _____

DOUGLAS COUNTY

Steve Weissinger
Steve Weissinger, Chairman

DATED: 7-16-03

CARSON WATER
SUBCONSERVANCY DISTRICT

Robert A. Milz
Robert A. Milz, Chairman

ATTEST:

Barbara Reed
Barbara Reed, Clerk
By: [Signature], Clerk to the Board

ATTEST:

Toni M. Leffler
Toni M. Leffler
Secretary to the Board

**CARSON VALLEY SUBCONSERVANCY DISTRICT
REQUEST FOR FUNDING****APPLICANT:**

Douglas County
P.O. Box 218
Minden Douglas NV 89423

APPLICANT'S AGENT:

Carl Ruschmeyer, Engineering Manager/County Engineer
Douglas County
P.O. Box 218
Minden Douglas NV 89423

PROJECT NAME:

**Evaluating and Refining Water Budgets for Carson Valley in Douglas
County, West Central Nevada**

PROJECT DESCRIPTION: *Briefly describe the project. Provide maps, drawings, photographs or other information.*

In the early 1980's the U.S. Geologic Survey made estimates of water-budget components for Carson Valley. Since that time, addition hydrologic data has been collected on precipitation, tributary stream inflow, fluctuations of groundwater levels, and groundwater pumpage. Additionally, new methods have been developed to measure evapotranspiration (ET) and surface water infiltration. Analysis of more recent data and application of new analytical methods would provide a refinement of the estimates of water-budget components in the Carson Valley.

The overall objectives of the study are to refine estimates of water budget components for Carson Valley, evaluate the potential range for water budgets components, determine the geographic distribution of groundwater recharge and discharge within the valley, and estimate the potential effects of changes in land use and water use.

PROJECT BENEFITS: *Briefly describe the benefits to be realized if the project is implemented.*

- The project will improve the administration and management of groundwater and river and stream systems and resources.

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- The project will assist the users and/or general public in understanding current water issues.
- The project will provide the data necessary for development of a County-wide water management and water rights program.
- The project is necessary for implementation of the County Master Plan, Growth Management Element.
- The project will provide scientific information and data on the potential impacts of future water projects (e.g. arsenic) within the Carson Valley on downstream users.

Additionally, the proposed study is relevant to issue 1 of the Nevada District Science Plan, refining and updating water budgets; issue 1 of the WRD Strategic Directions; determining the effects of urbanization on water resources; and consistent with the goal of the U.S. Geologic Survey Strategic Plan of providing water resource managers with accurate, reliable, and impartial scientific information.

TOTAL ESTIMATED PROJECT COST: \$725,000

AMOUNT REQUESTED FROM CWSD: \$ 119,000

SOURCES OF OTHER FUNDS: *List all other sources of funds to be used to match funds requested from CWSD. List the provider of the matching funds and the amount requested from each provider.*

Proposed Funding Contributions

Fund Source	FY03 2/6/03 9/30/03	FY04 10/1/03 9/30/04	FY05 10/1/04 9/30/05	FY06 10/1/05 9/30/06	Totals
Douglas County	\$249,000	\$60,250	\$40,000	\$18,750	\$368,000
Carson Water Subconservancy District	\$0	\$60,250	\$40,000	\$18,750	\$119,000
USGS	\$0	\$120,500	\$80,000	\$37,500	\$238,000
Total	\$249,000	\$241,000	\$160,000	\$75,000	\$725,000

ESTIMATED DATE PROJECT TO BEGIN: FY2003

ESTIMATED TIME TO COMPLETE PROJECT: FY2006

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**Proposed Time Frame for
Completion of Major Work Elements**

Work Element	FY2003	FY2004	FY2005	FY2006
Precipitation distribution				
Tributary stream flow				
Precipitation and tributary stream flow report				
ET data collection				
Temperature data collection				
ET and infiltration report				
Refinement of water budget components				
Final report				

REQUIRED APPROVALS: *List all permits, licenses and approvals, if any, that are required to complete the project. Provide current status of each approval required. If approval has not been requested or is in progress, provide the estimated date on which the approval can be expected.*

No permits or licenses are required.

OTHER INFORMATION: *Provide any other information that may be important to the approval of this application.*

Douglas County plans on being the lead agency and responsible for the administration of the contract with the U.S. Geological Survey. On February 6, 2003, the Board of County Commissioners approved the water resources investigation project and authorized the chairman to sign the funding agreement. A copy of the proposal is attached.

CERTIFIED COPY SEAL

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: August 13, 2003
 B. REED Clerk of the 9th Judicial District Court
 of the State of Nevada, in and for the County of Douglas.
 By [Signature] Deputy

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