

Assessor's Parcel Number: N/A

Date: SEPTEMBER 9, 2008

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 4 Fee: 0.00
BK-0908 PG-1961 RPTT: 0.00



Name: CARL R, PUBLIC WORKS

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

AGREEMENT #2008.193

(Title of Document)

FILED

NO. 2008.193

2008 SEP -9 PM 12: 50

**INTERLOCAL AGREEMENT TO PROVIDE
EMERGENCY WATER SERVICE**

This Agreement is made by and between Douglas County (County), a political subdivision of the State of Nevada, and Sierra Estates General Improvement District (District), a political subdivision organized under the provisions of NRS ch. 318.

TED THRAN
CLERK

BY [Signature]
DEPUTY

RECITALS

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 which are parties to the contract.

The District has a water system that serves the District and others outside the District, but lacks an emergency (redundant) water supply. The District desires the County to provide an emergency (redundant) water supply in the event the District's primary water supply fails.

The County has a water system with a distribution main adjacent to the District's service boundary and desires to provide emergency water service to the District.

In consideration of the recitals stated above and the mutual promises contained in this contract, the District and County agree:

AGREEMENT

1. The District and County agree that the two water systems will be inter-tied, allowing the County to provide water to the District under emergency situations.
2. The District and County recognize that the supply of water into the District's system will be limited and subject to County approval.
3. The District agrees to design the project in accordance with the County's Design and Improvement Standards. The improvements will include a pressure reducing valve, flow meter and appurtenant piping and facilities.
4. The District agrees to pay all costs associated with the design, permitting, grant administration and construction of the improvements.
5. The District will own and maintain the water system improvements to the point of the inter-tie with the County, and no transfer of ownership is implied as part of this Agreement.
6. The District will perform the work under a County Permit, and the project will be constructed by a Nevada licensed contractor.



BK- 0908
PG- 1962

7. The rate for water sold to the District will be based on the fee schedule for account class "residential – 1 inch meter " as established by resolution for the East Valley "North County" Water System at the time service is provided.
8. 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 any liability arising out of the performance of this agreement proximately caused by an act or omission of its own officers, agents and employees. The parties will not waive and intend to assert available NRS ch. 41 liability limitations in all cases. Contract liability of both parties does not include punitive damages.
9. This Agreement deals with emergency water service between two public agencies. As such, the interest is not served by the termination by one or the parties to this Agreement absent an opportunity to resolve the alleged breach or have its position on the claimed breach heard before a qualified arbitrator. This Agreement may be terminated by the mutual consent and agreement of the parties. If a party is in breach of a portion of this Agreement, then the party alleging the breach must provide written notice to the other party specifying the nature of the violation and allowing the 30 days for the party in breach to correct the violation. If this breach is not corrected within the 30 day period, then the matter must be submitted to dispute resolution as set forth in this Agreement.
10. The parties agree to mediate before a department of the Ninth Judicial District Court of the State of Nevada in and for the County of Douglas, selected by a flip of the coin, any dispute between them that can not be resolved by negotiations between the parties. If mediation is unsuccessful, litigation may proceed before the other department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas.
11. This agreement is made in and will be construed and governed by the laws of the State of Nevada.
12. All written notices under this Agreement must be delivered to the following officials at the addresses set forth below:

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

Chairman
Sierra Estates General Improvement District
P.O. Box 446
Carson City, NV 89702
13. Each party must exercise reasonable care in the performance of its obligations and rights under this Agreement to ensure that the other party's facilities and operations are not impaired or damaged.
14. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement will be construed as if the provision did not exist and the non-enforceability of the provision will not be held to render any other provision or provisions of this Agreement unenforceable.

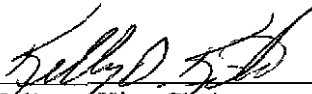


15. This Agreement constitutes the full and final agreement between the parties and may only be modified by a written amendment by the Parties and approved by the County and the District boards.

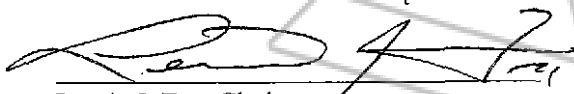
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year hereinafter written.

Dated this 4th day of September, 2008

Dated this 2nd day of July, 2008



Kelly D. Kite, Chairman
Douglas County
Board of Commissioners




Lewis J. Fry, Chairman
Sierra Estates General Improvement District

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 9, 2008
THAN Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Christy Mullock Deputy


0729750 Page: 4 Of 4 BK- 0908
PG- 1964
09/10/2008