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OFFICIAL RECORD

Requested By:

DC/PUBLIC WORKS

Assessor's Parcel Number: N/A

Date: MAY 26, 2010

Recording Requested By:

Douglas County - NV  
Karen Ellison - Recorder

Page: 1 Of 6 Fee: 0.00

BK-0510 PG- 6480 RPTT: 0.00



Name: EILEEN CHURCH, PUBLIC WORKS  
(RR)

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

INTERLOCAL CONTRACT #2010.129

(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.*

FILED

NO. 2010.129

CONTRACT #2009-20

2010 MAY 26 AM 11:23

INTERLOCAL CONTRACT

Between Town of Minden and the Carson Water Subconservancy District Addressing the Design of Upgrades to the Town of Minden Water System to Provide Water to the North Douglas County and Carson City Water Line Intertie Project

TED THIRAN  
CLERK

*[Signature]*  
DEPUTY

THIS AGREEMENT, dated this 16 day of December, 2009, is made between CARSON WATER SUBCONSERVANCY DISTRICT, a water district organized under Chapter 541 of the Nevada Revised Statutes ("CWSD"), and TOWN OF MINDEN, NEVADA, a political subdivision of the State of Nevada ("MINDEN").

WITNESSETH:

WHEREAS, MINDEN, Douglas County, Indian Hills General Improvement District, Carson City, and CWSD are working together on a regional water line intertie project known as the "North Douglas County and Carson City Water Line Intertie Project" ("PROJECT"); and

WHEREAS, in 2001, CWSD identified the long-term water service needs of Douglas County and Carson City, as well as the overall regional water system needs in the general area, and one of the projects identified was the need for a pipeline from the Town of Minden to Carson City; and

WHEREAS, MINDEN needs to construct several new pipelines, a storage tank, and a booster station in its service area to be able to provide a portion of the water needs for the PROJECT; and

WHEREAS, MINDEN is currently in the process of designing certain of the above-referenced improvements to its water system; and

WHEREAS, MINDEN has requested funding assistance from CWSD to help cover such design costs; and

WHEREAS, the parties understand that even though CWSD is providing funding for such design costs, CWSD will not own or have any capacity in MINDEN's water system.

NOW, THEREFORE, the parties to this Contract, in consideration of the promises and provisions contained in this Contract and other good and valuable consideration, do agree as follows:

1. MINDEN will take the lead in overseeing the design of the specific elements to upgrade its water system to be able to provide specific portions of the water needs for the PROJECT.

2. CWSD shall be responsible for and shall reimburse MINDEN for some of the referenced design costs, in an amount not to exceed \$100,000.00.

3. MINDEN will periodically invoice CWSD for reimbursement for the design costs.

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

CWSD  
Attn: Edwin James  
General Manager  
777 E. William St., #110  
Carson City, NV 89706

Town of Minden  
Attn: Town Board Chairman  
1604 Esmeralda Ave., #1  
Minden, NV 89423

(775) 887-7456

(775) 782-5976

5. 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.

6. (A) Consistent with paragraph 5 of this Contract, each party shall indemnify, hold harmless and defend, not excluding the other's 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 the other party for any attorneys' fees and costs for the other party's chosen right to participate with legal counsel.

7. This Contract shall be by and between the parties hereto and shall not be assignable or transferable.
8. 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 unless a court of competent jurisdiction rules that the remaining parts of the Contract may be followed and enforced by the parties without vitiating the purpose of the Contract.

- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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 caused this Contract to be executed as of the day and year first above written.

DATED: Nov. 16, 2009

DATED: 12-2-09

CARSON WATER SUBCONSERVANCY DISTRICT

TOWN OF MINDEN:

Gwen Washburn  
Gwen Washburn, Chairperson

[Signature]  
Board Chairman

ATTEST:

ATTEST:

Toni M. Leffler  
Toni M. Leffler, Secretary

[Signature]  
Board Secretary

COPY

**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: May 26, 2010  
THOMAS Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.  
By Carol M. Penlock Deputy