

Assessor's Parcel Number: N/A

Date: JUNE 30, 2010

Recording Requested By: _____

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 7 Fee: 0.00
BK-0610 PG- 6085 RPTT: 0.00



Name: JEANE COX, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

INTERLOCAL CONTRACT #2010.152

(Title of Document)

0766263 Page: 2 Of 7 06/30/2010
BK- 0610
PG- 6086

FILED

NO 2010152

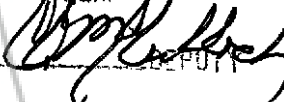
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CONTRACT #2010-7

INTERLOCAL CONTRACT

Addressing Funding From Carson Water Subconservancy District
to Douglas County to Study the Hydraulic Conductivity of Soils
on the Carson Valley East Slope

TED THIRAN
CLERK



THIS CONTRACT dated this 17th day of June, 2010, 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 determined the need to study the
Hydraulic Conductivity of Soils in the Carson Valley East Slope as described in Exhibit
"A", attached hereto and incorporated herein by reference; and

WHEREAS, CWSD has agreed to set aside \$34,500.00 for fiscal year 2010-11,
and to grant DOUGLAS COUNTY said amount in order to assist with the project 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 \$34,500.00 during fiscal year 2010-11 for the costs to study the Hydraulic Conductivity of Soils on the Carson Valley East Slope as described in Exhibit "A ".
2. DOUGLAS COUNTY will submit requests for funding periodically during fiscal year 2010-11. The requests for funding shall be accompanied by a description of what the funds will be used for and shall reference this Contract.
3. CWSD commits to pay the approved amount of the requests to DOUGLAS COUNTY within four (4) weeks of the approval of each request.
4. CWSD shall have no responsibility for costs incurred in the study of the hydraulic conductivity of soils on the Carson Valley East Slope exceeding \$34,500.00 for fiscal year 2010-11.
5. This Contract shall terminate on June 30, 2011, 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.: T. Michael Brown
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. 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.

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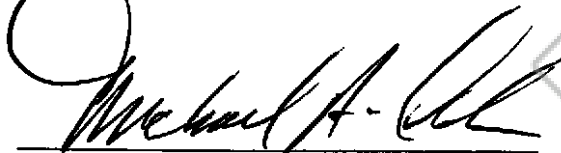
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15. This Contract shall be entered into with duplicate originals, realizing that each entity, by necessity, must approve and execute the subject document at different dates, times and places.

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

DATED: June 17, 2010

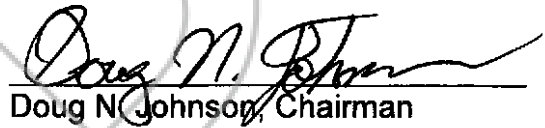
DOUGLAS COUNTY



Michael A. Olson, Chairman

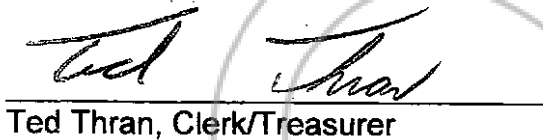
DATED: 6/16/10

CARSON WATER
SUBCONSERVANCY DISTRICT



Doug N. Johnson, Chairman

ATTEST:


Ted Thran, Clerk/Treasurer

ATTEST:


Toni M. Leffler, Secretary to the Board


BY: 
CLERK TO THE BOARD

Exhibit "A"

Hydraulic Conductivity of Soils in Carson Valley East Slope

One way to reduce uncertainty in hydrology is to collect data from site soils for use in estimating model parameters. The purpose of the proposed field investigation is to install flooding infiltrometers on selected Douglas County soils to collect hydraulic conductivity data for use in hydrologic modeling in Douglas County. In addition, these data might have more general application to the Carson River watershed.

For this project, it is proposed to study the seven major east side (of Carson Valley) watersheds: Buckbrush Wash, Johnson Lane Wash, Sunset Wash, Airport Wash, Buckeye Creek, Pine Nut Creek, and Smelter Creek. For each of the smaller watersheds, six flooding infiltrometers tests will be conducted. For each of the larger watersheds, 12 flooding infiltrometer tests will be conducted. A total of 54 tests are proposed. The tests will be conducted in "nests" of three and infiltration rates are collected for the early, middle, and late portions of the capacity curve. Each test is run for approximately 8-12 hours and multiple tests can be performed in parallel.

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: June 30, 2010
Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy