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OFFICIAL RECORDS

Requested By
DC/PUBLIC WORKS

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 Of 7 Fee: \$ 0.00

Bk: 0713 Pg: 5038



Deputy sg

Assessor's Parcel Number: N/A

Date: JULY 22, 2013

Recording Requested By:

Name: EILEEN CHURCH, PUBLIC WORKS

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

INTERLOCAL CONTRACT #2013.140

(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

2013.140

CONTRACT #2013-9

2013 JUL 19 PM 3:10

INTERLOCAL CONTRACT

Addressing Funding From Carson Water Subconservancy District
to Douglas County toward the Douglas County Land Conservation Bill

TED THUAN
CLERK
[Signature]
DEPUTY

THIS CONTRACT dated this 18th day of July, 2013, 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 continue its
Ranch Land Protection Program, the DOUGLAS COUNTY Land Conservation Bill as
described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, CWSD has agreed to set aside \$10,000.00 for fiscal year 2013-14,
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 \$10,000.00 during fiscal year 2013-14 for the costs of the Douglas County Land Conservation Bill as described in Exhibit "A".
2. DOUGLAS COUNTY will submit requests for funding periodically during fiscal year 2013-14. 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 DOUGLAS COUNTY Lands Conservation Bill exceeding \$10,000.00 for fiscal year 2013-14.
5. This Contract shall terminate on June 30, 2014, 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.: Steve Mokrohisky
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 89701

(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.
- 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: July 18, 2013

DOUGLAS COUNTY



Greg Lynn, Chairman

DATED: 6/19/13

CARSON WATER
SUBCONSERVANCY DISTRICT



Ernest Schank, Chairman

ATTEST:


Ted Thran, Clerk/Treasurer

ATTEST:


Toni M. Leffler, Secretary to the Board

BY: 
CLERK TO THE BOARD

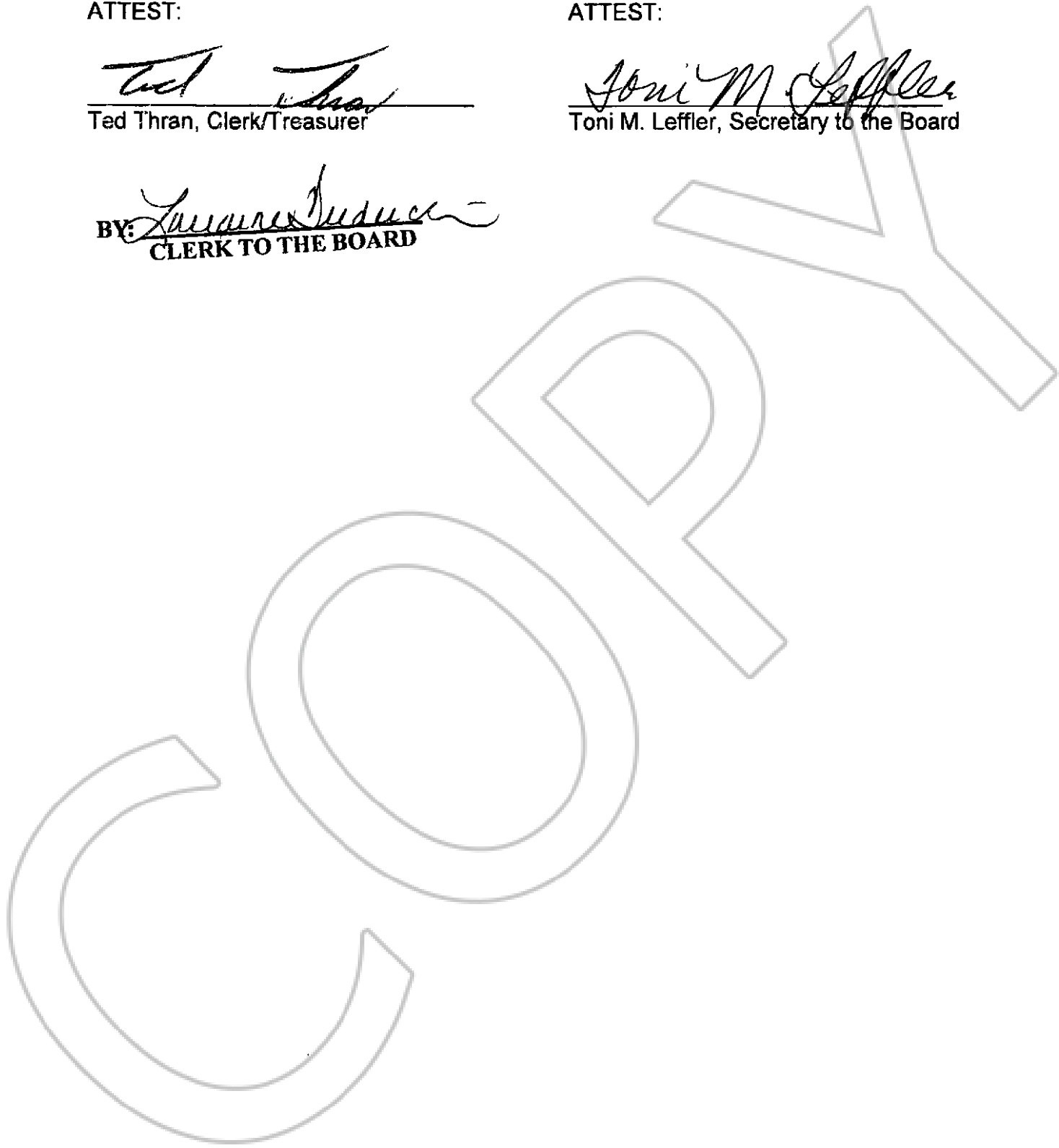


Exhibit "A"

Douglas County Land Conservation Bill

For over three years, Douglas County has been working toward passage of Federal legislation that will further implement the county's goals in both the Master Plan and Open Space and Agricultural Implementation Plan. Hundreds of stakeholder meetings have taken place, as well as numerous public hears and presentations to the Douglas County Planning and County Commissions. Douglas County has worked closely with the Nevada Congressional Delegation to craft legislation that is supported very broadly in the community and is ready for introduction into Congress early in 2013. The Nevada Congressional Delegation has expressed support, and even commended Douglas County's local process. Introduction appears imminent, and it remains imperative to continue working with the federal, state, and local stakeholders, and the community, to address any issues and to keep them informed and supportive.

Douglas County has a contract with Legacy Land and Water through January 5, 2014, for Lands Bill work. The scope of work includes communicating and meeting with local stakeholders, cooperating, supporting, and collaborating with the County's Washington, D.C. lobbyist, responding to the needs of the State's Congressional Delegation, and traveling to Washington, D.C. to meet with the Congressional Delegation and provide testimony.

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: July 19, 2013

[Signature] Clerk of the Judicial District Court of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy