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07/30/2013 09:33 AM

OFFICIAL RECORDS

Requested By
DC/PUBLIC WORKS

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 5 Fee: \$ 0.00
Bk: 0713 Pg: 7378



Deputy pk

Assessor's Parcel Number: N/A

Date: JULY 29, 2013

Recording Requested By:

Name: EILEEN CHURCH, PUBLIC WORKS

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

INTERLOCAL AGREEMENT AMENDMENT #2013.143

(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

2013.143

2013 JUL 29 AM 11:30

TED THIRAN
CLERK

**FIRST AMENDMENT
TO
INTERLOCAL AGREEMENT RELATING TO WATER SERVICE
(North Douglas County and Carson City Water Line Intertie Project)**

**BETWEEN
DOUGLAS COUNTY
AND
CARSON CITY**

WHEREAS, Douglas County ("COUNTY"), a political subdivision of the State of Nevada, and Carson City, a consolidated municipality and political subdivision of the State of Nevada ("CARSON CITY"), are public agencies pursuant to NRS 277.100; and

WHEREAS, COUNTY and CARSON CITY both own and administer water rights and are authorized by the laws of Nevada to construct, improve, maintain, provide capital improvements and related services for and to operate water supply and distribution systems capable of supplying public drinking water to federal and state standards; and

WHEREAS, on January 21, 2010, COUNTY and CARSON CITY entered into an Interlocal Agreement Relating to Water Service, recorded with the Douglas County Recorder's Office as Instrument 0757630, Book 0110, Page 4458 (the "Interlocal Agreement"); and

WHEREAS, COUNTY and CARSON CITY desire to amend the Interlocal Agreement to establish an interim wholesale water rate until the North Douglas County and Carson City Water Line Intertie Project is completed (the "Project"); and

WHEREAS, COUNTY and CARSON CITY desire to jointly calculate a wholesale water rate once the Project is completed and sufficient operating data is collected.

NOW, THEREFORE, in consideration of the promises and provisions contained in this First Amendment to Interlocal Agreement to Provide Wholesale Water Service ("First Amendment"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

- 1. Paragraph 2 of the Agreement shall be amended to read as follows:

TERM. This Agreement is to provide a means for delivering and sharing water resources between the Parties. The nature of the Agreement requires that the Parties use their best efforts to maintain the Agreement as long as the Parties' customers require water from the interconnection of the water systems maintained by the Parties. Therefore, the Parties intend the Agreement to be in effect in perpetuity unless the Agreement is otherwise terminated as provided herein.

- 2. Paragraph 3(c) of the Agreement shall be amended to read as follows:

CARSON CITY'S RESPONSIBILITIES. The costs in subsections 7(a) and 7(b) below will be evaluated for appropriateness on an annual basis by the Public Works Directors of each Party. CARSON CITY agrees to purchase and take delivery of water from DOUGLAS at the delivery rates provided for in Exhibit "B" and promptly pay to DOUGLAS any and all expenses incurred by COUNTY to deliver water from COUNTY to CARSON CITY. In addition to the cost of any wholesale water purchased by COUNTY from the Town of Minden for delivery to CARSON CITY, CARSON CITY will pay the operations, maintenance and other costs incurred by COUNTY to provide water to CARSON CITY.

- 3. Paragraph 7 shall be amended to include, in addition to its current language, the addition of Paragraph 7(e) that shall read as follows:

The wholesale water rates shown in Exhibit "B" are based on the assumption that CARSON CITY will begin accepting delivery of water from COUNTY by April 1, 2014. If CARSON CITY fails to accept water from COUNTY by July 1, 2014, then COUNTY and CARSON CITY agree to meet and confer to reach a solution to address any issues caused by CARSON CITY'S failure to take delivery of water from COUNTY. If an agreement cannot be reached between COUNTY and CARSON CITY by November 1, 2014, the Parties agree to comply with the provisions of Paragraph 15 of this Agreement.

- 4. Paragraph 7 shall be amended to include, in addition to its current language, the addition of Paragraph 7(f) that shall read as follows:

On January 1st of each year, in the event that CARSON CITY utilizes, on average, more water from COUNTY during the prior calendar year than the water rights transferred to and held by the Town of Minden for the benefit of CARSON CITY, COUNTY may charge CARSON CITY a fee equal to 0.25% of the price of a water right then in effect as set by the Town of Minden Board for each excess acre-foot, or portion thereof, utilized by CARSON CITY. CARSON CITY may not utilize more water than the water rights it has transferred to the Town of Minden for more than two consecutive years.

- 5. Effective July 1, 2013, Exhibit "B," incorporated by reference in Paragraph 7 of the Interlocal Agreement, is amended and replaced with the Attached Exhibit "B," Douglas County Wholesale Water Rates to Carson City.


- 6. Article 22 is amended and revised as follows:

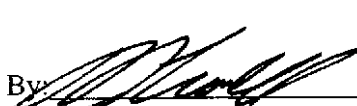
GOVERNING LAW; VENUE. The laws of the State of Nevada apply in interpreting and construing this Agreement. The Parties agree that venue in any judicial action concerning this Agreement will be in the Ninth Judicial District Court in and for the County of Douglas, State of Nevada.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to Interlocal Agreement Relating to Water Service to be executed as of the _____ day of June, 2013.

Douglas County


Carson City


By: 
Greg Lynn, Chairman
Douglas County Board of Commissioners

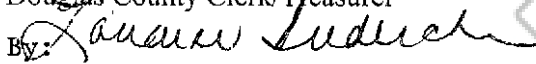
By: 
Robert L. Crowell, Mayor
Carson City Board of Supervisors

Attest:

Attest:

By: 
Ted Thran
Douglas County Clerk/Treasurer

By: 
Alan Glover
Clerk/Recorder

By: 
Clerk to the Board

Approved as to form:

Approved as to form:

By: 
Douglas County District Attorney

By:  CDA
Carson City District Attorney

Exhibit "B," Douglas County Wholesale Water Rates to Carson City

Fiscal Year	Depreciation	O&M and Power	Douglas Total Rate per 1,000 gal.	Minden Total Rate per 1,000 gal.	Douglas Wholesale Rate to Carson City per 1,000 gal.
FY 2013-14	\$ 0.050	\$ 0.081	\$ 0.131	\$ 0.540	\$ 0.671
FY 2014-15	\$ 0.050	\$ 0.081	\$ 0.131	\$ 0.555	\$ 0.686
FY 2015-16	\$ 0.050	\$ 0.081	\$ 0.131	\$ 0.563	\$ 0.694
FY 2016-17	\$ 0.101	\$ 0.081	\$ 0.182	\$ 0.595	\$ 0.777
FY 2017-18	\$ 0.101	\$ 0.081	\$ 0.182	\$ 0.625	\$ 0.807
FY 2018-19	\$ 0.151	\$ 0.081	\$ 0.232	\$ 0.720	\$ 0.952
FY 2019-20	\$ 0.151	\$ 0.081	\$ 0.232	\$ 0.750	\$ 0.982
FY 2020-21	\$ 0.202	\$ 0.081	\$ 0.283	\$ 0.780	\$ 1.063
FY 2021-22	\$ 0.202	\$ 0.081	\$ 0.283	\$ 0.800	\$ 1.083
FY 2022-23	\$ 0.252	\$ 0.081	\$ 0.333	\$ 0.810	\$ 1.143

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 29, 2013
 Clerk of the 9th Judicial District Court
 of the State of Nevada, in and for the County of Douglas.
 By: [Signature] Deputy