

Assessor's Parcel Number: N/A

Date: JULY 29, 2015

Recording Requested By:

Name: NIKKI SCHMIDT, PUBLIC WORKS

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



00019278201508669990060068

KAREN ELLISON, RECORDER

INTERLOCAL CONTRACT #2015.160

(Title of Document)

FILED

2015.160

CONTRACT #2015-9

2015 JUL 29 AM 10: 52

INTERLOCAL CONTRACT

DOUGLAS COUNTY
CLERK
DEPUTY

Addressing Funding From Carson Water Subconservancy District
to Douglas County to Help Cover Some of the Costs
for an Intertie Between the Sierra Country Estates and Foothill Water Systems

THIS CONTRACT dated this 16th day of July, 2015, 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 taken over management of the Sierra Country
Estates water system and is working on a plan to bring the water system into compliance;
and

WHEREAS, DOUGLAS COUNTY has requested \$24,500 from CWSD to help cover
some of the costs for an intertie between the Sierra Country Estates and Foothill water
systems; and

WHEREAS, CWSD has agreed to set aside \$24,500.00 to grant DOUGLAS COUNTY said amount in order to help pay for an intertie between the Sierra Country Estates and Foothill water systems.

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 \$24,500.00 to help pay for an intertie between the Sierra Country Estates and Foothill water systems.
2. CWSD commits to pay the approved amount of the requests to DOUGLAS COUNTY within four (4) weeks of the approval of the request.
3. CWSD shall have no responsibility for costs incurred in DOUGLAS COUNTY'S intertie between the Sierra Country Estates and Foothill water systems that exceeds \$24,500.00.
4. This Contract shall terminate upon completion of the project and payment by CWSD or on June 30, 2017, whichever event occurs first.
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 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.

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

DOUGLAS COUNTY
Attn.: Carl Ruschmeyer
Public Works Director
P. O. Box 218
1120 Airport Rd., Bldg. F-2
Minden, NV 89423
(775) 782-6227

CWSD
Attn.: Edwin James
General Manager
777 E. William St., #110
Carson City, NV 89701
(775) 887-7456

8. This Contract shall be by and between the parties hereto and shall not be assignable or transferable.

9. 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.

10. 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.

11. 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.
12. 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.
13. 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.
14. 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 16, 2015


DOUGLAS COUNTY



Doug N. Johnson, Chairman

DATED: 6.17.15

CARSON WATER
SUBCONSERVANCY DISTRICT



Gregory Lynn, Chairman

ATTEST:

Kathy Lewis

Kathy Lewis, Clerk/Treasurer

ATTEST:

Toni M. Leffler

Toni M. Leffler, Secretary to the Board

COPY

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

29th day of July, 2015

By *[Signature]* Deputy

