

LATE MATERIAL

MEETING DATE 6/5/14

INTERLOCAL AGREEMENT

ITEM # 8-3b

BETWEEN

DOUGLAS COUNTY, NEVADA

AND

CARSON CITY, NEVADA

This Interlocal Agreement (“Agreement”) is made by and between Douglas County (the “County”), a political subdivision of the State of Nevada, and Carson City, a political subdivision of the state of Nevada (“Carson City”). The County and Carson City are at times collectively referred to hereinafter as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, the Parties are public agencies and N.R.S. 277.180(1) provides that any one or more public agencies may enter into an Agreement with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the agencies is authorized by law to perform; and

WHEREAS, each Party is authorized by the laws of the State of Nevada to perform or undertake governmental functions and responsibilities as separate legal entities;

WHEREAS, the Parties collaborated for the construction of the Douglas County – Carson City Waterline Intertie Project (the “Project”);

WHEREAS, the Parties desire to clarify their roles related to the operation of the County’s Sunridge Booster Station (the “Booster Station”) which is critical component of the Project; and

WHEREAS, the Parties will be able to provide more effective and efficient services to the public by entering into the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

- 1. EFFECTIVE DATE OF AGREEMENT AND TERM.** The term of the Agreement shall commence upon its approval by the governing boards of both Parties and will continue in perpetuity unless terminated in accordance with Paragraph 4 of the Agreement.
- 2. SERVICES PROVIDED.** The County will maintain the physical facilities at the Booster Station, which shall include everything physically located at that site except for the Motor Control Center (“MCC”). Carson City will be responsible for maintaining the (“MCC”) controlling only the equipment providing water directly to Carson City and the

set points that control the flow of water to Carson City. Carson City also agrees to share alarm data for the equipment and appurtenances providing water directly to Carson City. The County agrees to not access the MCC operated by Carson City unless in case of emergency.

3. **ACCESS.** Although the Booster Station is the County's property, Carson City's designated employees are hereby granted the authority to enter the Booster Station to conduct those inspections necessary to provide water to Carson City and to make such modifications to the MCC controlling the equipment delivering water directly to Carson City that it believes are reasonably necessary. The County will provide keys to access the Booster Station to Carson City and Carson City agrees to safeguard the keys and not take any action that might restrict the County's access to the Booster Station.
4. **TERMINATION OF AGREEMENT.** Either Party may revoke the Agreement without cause, provided only that a revocation shall not be effective until 60 days after the terminating Party has served written notice upon the other Party.
5. **CONFORMITY WITH OTHER AGREEMENTS.** The Parties mutually understand and agree that this Agreement is intended to further the purposes of the Interlocal Agreement Relating to Water Service entered January 21, 2010, by the Parties and recorded with the Douglas County Recorder's Office as Document 0757630, Book 0110, Page 4458.
6. **CONSTRUCTION OF AGREEMENT.** The Agreement shall be construed and interpreted according to the laws of the State of Nevada. If the Parties are unable to resolve any dispute informally, then any unresolved dispute shall be resolved by binding arbitration, with an arbiter to be selected from a list of senior judges maintained by the Nevada Supreme Court of senior judges, with both Parties to pay an equal share of the expenses charged by the senior judge and any other related court fees. Each Party is responsible for their own attorney's fees. There shall be no presumption for or against the drafter in interpreting or enforcing the Agreement.
7. **COMPLIANCE WITH APPLICABLE LAWS.** The Parties mutually promise to fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Agreement.
8. **INDEMNIFICATION.** Each Party agrees to indemnify and hold the other Party harmless to the fullest extent allowed by law, including, but not limited to, the provisions of Nevada Revised Statutes Chapter 41, from and against any liability relating to or arising from the performance of the Agreement proximately caused by any act or omission of its own officers, agents, or employees.
9. **SEVERABILITY.** The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement.
10. **NON-APPROPRIATION OF FUNDS.** Any services provided under this Agreement are contingent upon the availability of the necessary public funding. In the event that the County or Carson City does not receive the funding necessary to perform in accordance with the terms of the Agreement, the Agreement shall automatically terminate.
11. **ASSIGNMENT.** The Parties will not assign or transfer any of the rights, obligations or duties conferred pursuant to the terms of this Agreement.

12. **ENTIRE AGREEMENT.** The Agreement constitutes the full and final Agreement between the Parties and shall not be modified except in writing and signed by both parties.
13. **NOTICE.** All written notices under the Agreement shall be mailed, with return receipt requested, or hand delivered to the following officials at the addresses stated below:

To Douglas County: Douglas County
Attn: Carl Ruschmeyer
Public Works Director
Post Office Box 218
Minden, Nevada 89423
Telephone: (775) 782-6227

To Carson City: Darren Schulz
Public Works Director
3505 Butti Way
Carson City, NV 89701-3498
Telephone (775) 887-2355 Ext. 7391

IN WITNESS WHEREOF, the Parties hereto have caused this Interlocal Agreement between Douglas County and Carson City to be executed.

**Douglas County Board of
County Commissioners**

Carson City Board of Supervisors

By: _____
Doug N. Johnson, Chairman

By: _____
Robert Crowell, Mayor

ATTEST:

ATTEST:

By: _____
Ted Thran, County Clerk

By: _____
Clerk Recorder

By: _____
Deputy Clerk to the Board