



# STAFF REPORT

**Report To:** Board of Supervisors

**Meeting Date:** February 1, 2018

**Staff Contact:** Darren Schulz, Public Works Director

**Agenda Title:** For possible action: to adopt Resolution No.\_\_\_\_\_, a resolution approving and authorizing the Mayor to sign an Interlocal Agreement by and between Carson City and Lyon County which provides for mutual delivery of water resources to each utility. (Darren Schulz, Dschulz@carson.org).

**Staff Summary:** This agreement updates an agreement entered into in 2008 which provides for Carson City and Lyon County to provide continued mutual cooperation for the delivery of water resources between each utility.

**Agenda Action:** Resolution

**Time Requested:** 5 minutes

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## **Proposed Motion**

Move to adopt Resolution No.\_\_\_\_\_, a resolution approving and authorizing the Mayor to sign an Interlocal Agreement by and between Carson City and Lyon County which provides for mutual delivery of water resources between the City and County utilities.

## **Board's Strategic Goal**

Economic Development

## **Previous Action**

## **Background/Issues & Analysis**

This Agreement provides for Carson City and Lyon County to provide delivery of water services between the two utilities. The delivery of water has been on-going for almost ten years and has been an important tool for each utility for efficient management of our respective water resources. The new agreement provides for the agreement to run perpetually since underlying water resources are assets which need to be managed for the long term and since both utilities are dependent on the efficient utilization of the water resources for each entity's residents.

## **Applicable Statute, Code, Policy, Rule or Regulation**

N/A

## **Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number: Water Fund - 520-3502-435-04-51

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: Each utility will bill the other for the delivery of water.

**Alternatives**

Do not approve and direct staff otherwise.

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Vote Recorded By)

## INTERLOCAL AGREEMENT RELATING TO WATER SERVICE

This INTERLOCAL AGREEMENT RELATING TO WATER SERVICE ("AGREEMENT") is entered into this \_\_\_ day of \_\_\_\_\_, 2018, by and between Lyon County, a political subdivision of the State of Nevada ( "LYON") and Carson City, a consolidated municipality and political subdivision of the State of Nevada ("CARSON CITY") and hereinafter sometimes referred to individually as "Party" and collectively as "Parties".

### RECITALS

**WHEREAS** NRS 277.100(1) defines a public agency eligible to enter into an Interlocal contract to include counties and consolidated municipalities, and CARSON CITY and LYON are public agencies under that definition; and

**WHEREAS** NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the contracting agencies is authorized by law to perform; and

**WHEREAS** CARSON CITY and LYON are authorized by the laws of the State of Nevada to construct, improve, maintain, provide capital improvements and related services for the delivery of water including, but not limited to, the purchase and administration of water rights and

**WHEREAS** LYON provides retail water service through Lyon County Utilities to certain areas of Lyon County currently located in the developed area surrounding Dayton and Mound House, Nevada within its service district boundaries, and LYON owns, maintains and operates its own distribution system for the delivery of water to its retail service area, including daily storage and fire protection capacity;

**WHEREAS** CARSON CITY provides retail water service to the residents of Carson City, Nevada within its service district boundaries, and CARSON CITY owns, maintains and operates its own distribution system for the delivery of water to its retail service area, including daily storage and fire protection capacity;

**WHEREAS** LYON and CARSON CITY have previously entered into an agreement dated February 21, 2008 and titled "Interlocal Agreement Relating to Water Service" ("PRIOR AGREEMENT"), for the delivery of potable water between the Parties under certain circumstances;

### **WHEREAS**

LYON and CARSON CITY have previously entered into certain agreements with Vidler Water Company for the design and construction of certain improvements which have been completed and which provide connection

between the LYON water utility system and the CARSON CITY water utility system; and

**WHEREAS** LYON and CARSON CITY anticipate the continued need to work cooperatively to expand the delivery of water resources between the Parties to provide existing and future residents with an adequate supply of potable water to meet the projected water demands pursuant to their respective master plans, and therefore as a result it may become necessary for the Parties to develop additional improvements to their respective water systems or utilize water rights in a cooperative manner to meet these demands and

**WHEREAS** the Parties by entering into this AGREEMENT will each enjoy greater flexibility and availability within their water systems for mutual assistance and service of water to their respective residents throughout the year by being able to provide more effective and efficient water services, management of water rights and promotion and protection of the health, comfort, safety, life, welfare and property of the inhabitants of the CARSON CITY and LYON; and

**WHEREAS** the terms of this AGREEMENT supersede and fully restate the PRIOR AGREEMENT; and

**WHEREAS** each of the Recitals set forth above are material provisions of this AGREEMENT, and are incorporated herein specifically as such.

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

1. EFFECTIVE DATE. This AGREEMENT is not effective until and unless approved by appropriate official action of the governing body of each Party.
2. TERM OF AGREEMENT. This AGREEMENT relates to the providing of water resources by and between two utilities which will be utilized for retail service to residents and customers within the respective service areas. The nature of this AGREEMENT and the underlying water resources requires that the Parties exercise their best efforts to keep this AGREEMENT in place as long as the customers of both communities are dependent on the interconnection of the utility systems for the purposes set forth herein.

Based on the Parties' understanding of the nature of this AGREEMENT, this AGREEMENT is effective upon approval by the respective governing bodies and will remain in effect for an initial period ending on December 31, 2024. This AGREEMENT will automatically renew for successive five (5)-year terms immediately upon expiration of the previous term, subject to renegotiation of terms acceptable to the Parties, and only if a notice of cancellation has not been provided in accordance with Paragraph 18 of this AGREEMENT not less than twelve (12) months prior to the

expiration date of the initial term or any subsequent five (5)-year renewal term. Any Party desiring to modify the terms of this AGREEMENT for the next successive term must provide written notice of the proposed modification to the other Party, after which time the Parties must negotiate in good faith regarding the proposed modification and work collaboratively to review and adjust terms as necessary to satisfy the existing operating demands and conditions of the respective Parties. If the Parties are unable to reach agreement on a proposed modification, the Parties may mutually agree to terminate this AGREEMENT or submit to binding arbitration any dispute preventing agreement in accordance with Paragraph 15 of this AGREEMENT.

### 3. CARSON CITY'S RESPONSIBILITIES

a) CARSON CITY will in good faith use its best effort to deliver through the interconnection of CARSON CITY's and LYON's water delivery system up to the agreed upon quantity of water, that is banked in Carson City by LYON on behalf of LYON or other parties for LYON as available in accordance with the Alpine Decree and the terms of all applicable surface and groundwater permits issued under all applicable Federal, State and local laws and regulations governing the production and delivery of water.

b) CARSON CITY agrees to be bound by the terms of this AGREEMENT, including the operational guidelines required to be developed by and between the Parties pursuant to Paragraph 5 of this AGREEMENT and the obligation to pay any and all expenses related to the operation of LYON's water delivery system as those expenses are related to the delivery of water from LYON to CARSON CITY pursuant to this AGREEMENT.

### 4. LYON'S RESPONSIBILITIES

a) LYON will in good faith use its best effort to deliver through the interconnection of CARSON CITY's and LYON's water delivery system up to the agreed upon quantity of water, that is banked in LYON by CARSON CITY on behalf of CARSON CITY or other parties for CARSON CITY as available in accordance with the Alpine Decree and the terms of all applicable surface and groundwater permits issued under all applicable Federal, State and local laws and regulations governing the production and delivery of water.

b) LYON agrees to be bound by the terms of this Agreement, including the operational guidelines required to be developed by and between the Parties pursuant to the Paragraph 5 of this AGREEMENT and the obligation to pay any and all expenses related to the operation of CARSON CITY's water delivery system as those expenses are related to the delivery of water from CARSON CITY to LYON pursuant to this AGREEMENT.

## 5. MUTUAL RESPONSIBILITIES

a) The Parties agree that the staff of LYON and the staff of CARSON CITY will mutually develop in writing and amend from time to time the operational guidelines of this AGREEMENT. The operational guidelines must include, at a minimum, provisions addressing notification by the Parties, operating parameters, timeframes for the exchange of water, reimbursement of operating costs, and such other matters that are necessary as determined by staff. Nothing herein shall be construed to amend or otherwise alter the existing rights, obligations and responsibilities established by the following documents: (1) the Water Rights Banking and Dedication Agreement, dated May 3, 2012; (2) the Improvement Agreement, dated December 20, 2007; and (3) the Development Agreement, dated October 23, 2007.

b) Each Party agrees that in the event of any failure of any existing or future infrastructure of either Party's water delivery system which interrupts, restricts or impairs the delivery of water, all necessary repairs, rehabilitation or replacements will be addressed promptly and in conformance with all applicable industry and water utility standards.

c) Each Party agrees that any and all wells or any other infrastructure located within LYON is owned and operated by LYON and any and all wells or any other infrastructure located within CARSON CITY is owned and operated by CARSON CITY.

d) The Parties agree that each respective Party is responsible for the maintenance, repair or reconstruction of any and all wells or any other infrastructure owned by that respective Party.

e) The Parties agree that all water to be provided by CARSON CITY to LYON or from LYON to CARSON CITY must at all times be in compliance with all Federal and State water quality standards.

f) The Parties agree that to promote the efficient use of water resources which are the subject of this AGREEMENT, both Parties will adopt and enforce conservation programs consistent with their respective community master plans.

g) The Parties agree to meet not less than once every six (6) months at a mutually acceptable date and location to review the operations of the respective utilities and to discuss operational issues and forecasting for future activities that may impact the operations of the interconnection or the costs and expenses associated therewith. The Parties agree to be proactive in dealing with both operational and financial aspects of their respective operations and the associated impacts on the interconnection.

6. POINT OF DELIVERY

a) LYON and CARSON CITY agree that the point of delivery for transferring water from either LYON to CARSON CITY or from CARSON CITY to LYON is the meter interconnection facilities generally described as the Highway 50 water tank.

7. METHODOLOGY AND RATES

a) LYON and CARSON CITY agree that the methodology for charging reimbursement costs for water delivered through this AGREEMENT are based on the inclusion of the following items which include, but are not limited to, operation and maintenance costs for pumps, motors, pipelines, water treatment equipment, including replacement costs, based on a 50-year depreciation and costs for chemicals, power, and labor.

b) Based on the methodology and costing criteria in subsection a of this Paragraph 7 above, the operating and maintenance cost to deliver water to LYON from CARSON CITY or from LYON to CARSON CITY has been jointly determined by the Parties and will be set at \$0.48 per thousand (1,000) gallons delivered for a twelve (12)-month period after the governing bodies of each Party approves this AGREEMENT.

c) Water leased from LYON by CARSON CITY on an acre-foot basis will be at an annual lease rate of \$50.00 per acre-foot. If the leased water originates in Lyon County, payment of the annual lease rate must also additionally include the annual operating rate of \$0.48 per thousand (1,000) gallons delivered, as provided in subsection b of this Paragraph 7 above. Water leased from CARSON CITY by LYON on an acre-foot basis will be at an annual lease rate of \$50.00 per acre-foot. If the leased water originates in Carson City, payment of the annual lease rate must also additionally include the annual operating rate of \$0.48 per thousand (1,000) gallons delivered, as provided in subsection b of this Paragraph 7 above.

d) The costs established by subsections a and b of this Paragraph 7 above must be evaluated for appropriateness on an annual basis by the Parties. If a cost difference is determined, any revised rates must be approved by the governing bodies of each Party and incorporated by way of amendment into this AGREEMENT. The Parties agree to revisit the rates established by subsection c of this Paragraph 7 above not less than once every five (5) years to ensure that the rates accurately reflect the costs to the respective utilities. Nothing in this AGREEMENT shall be construed to obligate either Party to pay for new or additional infrastructure that is not expressly identified in this AGREEMENT or for any unilateral increase in cost or rate by one Party without the express acquiescence of the other Party following a reasonable opportunity to review and provide input concerning the need for any such increase.

e) Billing for the cost to deliver water and water lease rates will be calculated and billed annually on December 31 of each year, beginning December 31, 2017. Payments are due not later than thirty (30) days of the date of billing.

8. NOTICES

a) All notices or demands made under this AGREEMENT must be made in writing and addressed as follows:

Utilities Director  
P.O. Box 1699, Dayton, NV 89403  
(775) 246-6220

Public Works Director  
3505 Butti Way, Carson City, NV 89701

\_\_\_\_\_ All written notices or demands of any kind which either Party hereto may be required or may desire to serve on the other in connection with this AGREEMENT must be served by personal service, by registered or certified mail, recognized courier service, or facsimile transmission. Any such notice or demand served in accordance with this provision, other than via facsimile transmissions, shall be deemed complete on the date of the actual delivery as shown by the addressee's registry or certification receipt or upon the expiration of the third business day after the date of dispatch, whichever is earlier in time. Any such notice or demand served by facsimile transmission shall be deemed complete on the date indicated on the transmittal confirmation. Either Party to this Agreement may, from time to time and by written notice served upon the other, designate a different mailing address or person to which or to whose attention all required or desired notices or demands are thereafter to be addressed.

b) All emergency notifications regarding delivery of water or water quality will be delivered via telephone to the respective 24 hour Dispatch Centers below:

LYON – Lyon County Dispatch Center at (775) 463-6620  
CARSON CITY – Carson City Dispatch Center at (775) 887-2007

9. LIMITED LIABILITY. 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.

10. INDEMNIFICATION.

a) To the fullest extent of limited liability as set forth in Paragraph 5 of this AGREEMENT, each Party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other 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 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.

The indemnification obligation under this Paragraph is conditioned upon receipt of written notice by the indemnifying Party within 30 days of the indemnified Party's actual notice of any actual or pending claim or cause of action. The indemnifying Party is not liable to hold harmless any attorneys' fees and costs for the indemnified Party's chosen right to participate with legal counsel.

11. OWNERSHIP OF FACILITIES. Each Party maintains ownership of its own facilities and no transfer of ownership is implied as part of this AGREEMENT.

12. REASONABLE CARE. Each Party shall exercise reasonable care in the performance of its obligations and rights under this AGREEMENT to ensure that the other Party's facilities and operations are not impaired or damaged.

13. PROTECTION OF A PARTY'S SEPARATE FACILITIES. If any occurrence or conditions during operation or maintenance of the interconnection threaten the physical integrity or operational capability of a Party's separate facilities, upon notification to the other Party the affected Party may stop operation or maintenance of the interconnection or take any action that the affected Party determines to be necessary to protect its own separate facilities. Either Party may remove part of the interconnection if required for emergency repair of its separate facilities, provided that such affected interconnection facilities are restored as soon as possible by the removing Party.

14. RESPONSIBILITY FOR DAMAGES TO FACILITIES. If damages occur to interconnection facilities during the operation of interconnection under this AGREEMENT, then responsibility to pay for any necessary repairs of said damaged facilities will be as follows:

a) If damages occur when the interconnection is being operated within operating standards, which must be developed and agreed upon in writing by the Parties within a reasonable time after the effective date of this AGREEMENT as part of the design of the interconnection, then the responsibility to pay for any necessary repairs to said damaged facilities will be allocated based on ownership.

b) If damages occur when the interconnection is being maintained or is being operated outside the scope of the operating standards, then the responsibility to pay for any necessary repairs to said damaged facilities will be allocated to the Party responsible for the nonstandard operations.

c) If damages occur to either Party's separate facilities during operation of the interconnection facilities under this AGREEMENT, then the responsibility to pay for any necessary repairs to the damaged separate facilities will be as follows:

i) If damages occur when the interconnection is being operated within the operating standards, then the responsibility to pay for any necessary repairs to said damaged separate facilities will be allocated to the owner of said damaged facilities.

li) If damages occur when the interconnection is being maintained or is operated outside the scope of the operating standards, then the responsibility to pay for any necessary repairs to said damaged separate facilities will be allocated to the Party responsible for the nonstandard operations.

15. ARBITRATION OF DISPUTES Any controversy or claim arising out of or relating to this AGREEMENT, or the claimed breach or interpretation thereof, including, but not limited to, any impasse reached by the Parties after negotiating in good faith, must be resolved by binding arbitration, subject to the following provisions:

a) The Party seeking arbitration (the "Demanding Party") shall deliver a written notice of demand to resolve dispute (the "Demand") to the other Party (the "Non-Demanding Party"). The Demand must include a brief statement of the Demanding Party's claim or controversy, the amount or other nature thereof, and the name of the proposed arbitrator to decide the dispute. Not more than ten (10) days after receipt of the Demand, the Non-Demanding Party against whom the Demand is made must deliver a written response to the Demanding Party. Such response must include a short and plain statement of the Non-Demanding Party's defenses to the claim and must also state whether such party agrees to the arbitrator chosen by the Demanding Party. If the Non-Demanding Party fails to agree to the arbitrator chosen by the Demanding Party, then such Non-Demanding Party must state in its response the name of a proposed arbitrator chosen by such Non-Demanding Party as the proposed arbitrator. If the Non-Demanding Party fails to deliver its written response to the Demanding Party not more than ten (10) days after receipt of the demand, or if the Non-Demanding Party fails to select in its written response a proposed arbitrator, then the arbitrator selected by the Demanding Party will serve as the arbitrator. An arbitrator must not be employed by either Party or any affiliate of either Party, directly, indirectly or as an agent, except in connection with an arbitration proceeding. Any person appointed as an arbitrator must be knowledgeable and experienced in the matters sought to be arbitrated.

b) Any arbitration proceeding pursuant to this Paragraph must be held in Reno, Nevada.

c) If the Non-Demanding Party selects a proposed arbitrator different than the arbitrator selected by the Demanding Party, and such selection is indicated by the Non-Demanding Party in its written response to the Demanding Party made not more than ten (10) days after receipt of the demand, then the Parties must, for ten (10) days after the Demanding Party's receipt of the Non-Demanding Party's written response to the demand, attempt to agree upon an arbitrator. If the Parties cannot agree upon an arbitrator within the ten (10) day period, then upon request of the Demanding Party, a single neutral arbitrator will be appointed by the two arbitrators selected by the Parties.

d) The selected arbitrator shall apply the substantive laws of the State of Nevada and the Rules of Evidence of Nevada, the arbitration must be conducted in accordance with the Nevada Arbitration Rules as set forth in Subpart B of the Nevada Rules Governing Alternative Dispute Resolution and the arbitrator's decision will only be subject to review as set forth in Chapter 38 of the Nevada Revised Statutes.

e) The costs of resolution , including reporter costs, must be split between the Parties pro rata, provided, however, that such costs, along with all other costs and expenses, including attorneys' fees, is subject to award, in full or in part, by the arbitrator, in his or her discretion, to the prevailing Party. Unless the arbitrator so awards attorneys' fees, each Party is responsible for its own attorneys' fees.

f) To the extent possible, the arbitration hearings must be conducted on consecutive days, excluding Saturdays, Sundays and holidays, until the completion of the hearings.

g) In connection with any arbitration proceedings commenced hereunder, either Party has the right to join any third parties in such proceedings in order to resolve any other disputes, the facts of which are related to the matters submitted for arbitration hereunder.

h) The arbitrator shall render his or her decision concerning the substantive issues in dispute in writing. The written decision must be sent to the Parties no later than thirty (30) days after the date of the last hearing.

i) All hearings must be concluded not more than ninety (90) days from the date the arbitrator is selected or appointed, unless the arbitrator determines that this deadline is impractical.

j) If any of the provisions relating to arbitration are not adhered to or complied with, either Party may petition the Second Judicial District Court of the State of Nevada for appropriate relief.

k) The award of the arbitrator may be entered as a judgment in a court of competent jurisdiction. All arbitration conducted under this Article must be in accordance with the Nevada Arbitration Rules as set forth in Subpart B of the Nevada Rules Governing Alternative Dispute Resolution and Chapter 38 of the Nevada Revised Statutes. To the extent permitted by law, compliance with this Article is a condition precedent to the commencement by either Party of a judicial proceeding arising out of any dispute relating directly or indirectly to this AGREEMENT in accordance with the Nevada Arbitration Rules as set forth in Subpart B of the Nevada Rules Governing Alternative Dispute Resolution and Chapter 38 of the Nevada Revised Statutes, and any judgment or award rendered by the arbitrator is final, binding and unappealable, and judgment may be entered by any court having jurisdiction thereof. The Parties hereto intend that the provisions to arbitrate set forth herein be valid, enforceable and irrevocable. In his or her award the arbitrator shall allocate, in his or her discretion, among the Parties to the arbitration all costs of the arbitration, including the fees and

expenses of the arbitrator and any expert witness expense of the Parties. The Parties hereto agree to comply with any award made in any such arbitration proceedings that has become final in accordance with Nevada law and agree to the entry of a judgment in any jurisdiction upon any award rendered in such proceedings becoming final. The arbitrator may award any remedy in such proceedings, including monetary damages, specific performance, temporary restraining order, preliminary injunction, injunction and all other forms of legal and equitable relief.

16. FORCE MAJEURE: No Party to this Agreement shall be considered to be in default in the performance of any obligations under this AGREEMENT when a failure of performance is due to uncontrollable forces. The term "uncontrollable force" shall be interpreted to mean any cause beyond the control of the Party unable to perform such obligation, including but not limited to failure or threat of failure of facilities, flood, earthquake, storm, fire, lightning, and other natural catastrophes, epidemic, war, civil disturbance or disobedience, strike, labor dispute, labor or material shortage, sabotage, restraint by order of a court or regulatory body or agency of competent jurisdiction, and any non-action by, or failure to obtain the necessary authorization or approvals from, a Federal governmental agency or authority, which by the exercise of due diligence and foresight such Party could not reasonably have been expected to overcome. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it is involved or accede to claims or conditions which it believes to be adverse to its business or other interests.

17. SEVERABILITY. If any provision contained in this AGREEMENT is held to be unenforceable by a court of law or equity, this AGREEMENT shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this AGREEMENT unenforceable.

18. TERMINATION. This AGREEMENT relates to water resources and the provision of utility service by two municipal water utility systems. As such, the public interest is not served by the termination by one of the Parties to this AGREEMENT absent an opportunity to resolve an alleged breach or dispute, or to have a position on the alleged breach or dispute heard before a qualified arbitrator.

This Contract may only be terminated if notice to terminate is provided by one Party to the other Party not less than 180 days before the expiration of any current term. If a Party is in breach of a portion of this AGREEMENT then the Party alleging such breach must provide written notice to the other Party specifying the nature of the violation and allowing not less than thirty (30) days for the Party in breach to correct the violation. If the breach is not corrected within the thirty (30) day period then the matter must be submitted to binding arbitration as set forth in Paragraph 15 of this AGREEMENT and the Parties agree to be bound by the determination of the Arbitrator.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying by the public. Each Party recognizes the legal duty of the other Party to disclose information or documents unless such

information or document is deemed confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each Party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that Party to the extent that such information is confidential by law or otherwise required by this AGREEMENT.

21. PROPER AUTHORITY

a) The Parties hereto present and warrant that the person executing this AGREEMENT on behalf of each Party has full power and authority to enter into this AGREEMENT and that the Parties are authorized by law to perform the services set forth in this AGREEMENT.


b) The Parties are associated with each other only for the purpose and to the extent set forth in this AGREEMENT, and in respect to performance of services and payment of costs pursuant to this AGREEMENT, each Party is and continues to be a public agency separate and distinct from the other Party and, subject only to the terms of this AGREEMENT, retains the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this AGREEMENT. Nothing contained in this AGREEMENT shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one Party whatsoever with respect to the indebtedness, liabilities, and obligations of the other Party or any other party.

22. GOVERNING LAW: JURISDICTION. This AGREEMENT and the rights and obligations of the Parties hereto are governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the jurisdiction of the Nevada district courts for enforcement of this AGREEMENT.

23. ENTIRE AGREEMENT AND MODIFICATION. This AGREEMENT constitutes the entire AGREEMENT of the Parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other promises that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this AGREEMENT specifically displays a mutual intent to amend a particular part of this AGREEMENT, general conflicts in language between any such attachment and this AGREEMENT shall be construed consistent with the terms of this AGREEMENT. Unless otherwise expressly authorized by the terms of this AGREEMENT, no modification or amendment to this AGREEMENT is binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

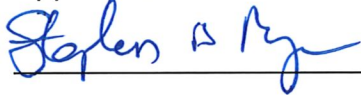
WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed as of the day and year first above written.

LYON COUNTY BOARD  
OF COUNTY COMMISSIONERS

By:   
Chairman

Date: 1-18-18

Approved as to form:

By: 

District Attorney

ATTEST:

By:   
County Clerk

CARSON CITY BOARD  
OF SUPERVISORS

By: \_\_\_\_\_  
Mayor

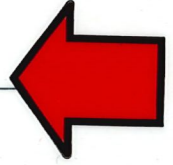
Date: \_\_\_\_\_

Approved as to form: \_\_\_\_\_

By: \_\_\_\_\_  
District Attorney

ATTEST:

By: \_\_\_\_\_  
Clerk-Recorder



HERE

**RESOLUTION NO.** \_\_\_\_\_

**RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL AGREEMENT  
BETWEEN LYON COUNTY AND CARSON CITY TO PROVIDE FOR MUTUAL  
DELIVERY OF WATER RESOURCES**

**WHEREAS**, any two or more public agencies may enter into cooperative agreements for the performance of any governmental function pursuant to NRS 277.080 to 277.180, inclusive; and

**WHEREAS**, NRS 277.110 provides that every such agreement must be by formal resolution or ordinance of the governing body of each public agency included and must be spread at large upon the minutes, or attached in full thereto as an exhibit, of each governing body; and

**WHEREAS**, the parties to the Interlocal Agreement between Lyon County and Carson City for providing for mutual delivery of water resources, desire to adopt and approve such agreement as required by NRS 277.110. A copy of the agreement is attached to this Resolution as Exhibit "A"; and

**WHEREAS**, both parties to the Interlocal Agreement between Lyon County and Carson City are public agencies as defined by NRS 277.100; and

**NOW, THEREFORE, BE IT RESOLVED** that the terms and conditions of the Interlocal Agreement between Lyon County and Carson City for providing for mutual delivery of water resources are hereby adopted and approved; and

**BE IT FURTHER RESOLVED** that the Interlocal Agreement between Lyon County and Carson City for providing for mutual delivery of water resources shall be spread at large upon the minutes or attached in full thereto as an exhibit.

Upon motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, the foregoing Resolution was passed and adopted this \_\_\_\_\_ day \_\_\_\_\_, 2018 by the following vote:

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
Robert L. Crowell, Mayor  
Carson City, Nevada

ATTEST: \_\_\_\_\_  
Susan Merriwether, Clerk-Recorder - Carson City, Nevada