

APN # N/A

**Recording Requested By:**

Name Dr. Jon Hutchings

Address P.O. Box 252

City/State/Zip Eureka, NV 89316

BOOK *439* PAGE *196-202*  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Jon Hutchings*  
2006 JUL 20 AM 10:52

EUREKA COUNTY, NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEES *45<sup>00</sup>*

**205421**

AGREEMENT  
(Title of Document)

**COPY**

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fees applies)

**AGREEMENT BETWEEN  
CENTRAL NEVADA REGIONAL WATER AUTHORITY  
AND DR. JON HUTCHINGS  
FOR PROFESSIONAL SERVICES**

This is an Agreement made as of July 17, 2006 between Central Nevada Regional Water Authority (AUTHORITY) and Dr. Jon Hutchings (Director)

**SECTION 1 - ASSIGNMENT**

1.1. AUTHORITY wishes the Director to perform professional services, to serve as AUTHORITY'S professional representative, and to provide professional consultation and advice for a professional fee (as set forth below) in connection with management and technical assistance in the capacity as Executive Director of the AUTHORITY (the "Assignment").

**SECTION 2 - BASIC SERVICES OF DIRECTOR**

2.1. The Director shall perform the professional services as described in Exhibit A - Scope of Services according to specific direction of the AUTHORITY and limited to available funding.

2.2. The AUTHORITY recognizes and accepts that the Director reserves the right and authority, in the event of a conflict of interest and upon appropriate consultation with the AUTHORITY, to restrict his scope of duties to resolve the conflict.

**SECTION 3 - AUTHORITY'S RESPONSIBILITIES**

AUTHORITY shall:

3.1. Provide all criteria and full information as to AUTHORITY'S requirements and designate a person with authority to act on AUTHORITY'S behalf on all matters concerning the Assignment;

3.2. Furnish to the Director all existing studies, reports, and other available data and services of others pertinent to the Assignment, and obtain additional reports and data as required; and the Director shall be entitled to rely upon all such information and services in performing services hereunder;

#### SECTION 4 - PERIOD OF SERVICE

4.1. The period of service wherein the Director is authorized to provide the services described shall be July 1, 2006 through June 30, 2007 unless extended in writing by mutual consent of the AUTHORITY and the Director after a request for such an extension has been submitted to and approved by the AUTHORITY.

#### SECTION 5 - PAYMENT

5.1. AUTHORITY agrees to reimburse the Director a sum not to exceed \$28,800.00 for satisfactory work with regard to the Scope of Services outlined in Exhibit A. Any anticipated expense in excess of \$28,800.00 must be approved in advance and in writing by AUTHORITY.

5.2. Fees for services rendered will be accrued in conformance with the fee schedule included as Exhibit B - Fee Schedule.

5.3. The Director shall submit monthly statements of services rendered and reimbursable expenses.

5.4. The Director's above charges are on the basis of prompt payment of bills rendered and continuous progress of work in accordance with the Scope of Services.

5.5. If AUTHORITY fails to make any payment due the Director for services and expenses within thirty-days after receipt of the Director's bill therefore, the amount due the Director shall include a charge at the rate of 1.5 percent per month from said thirtieth day and, in addition, the Director, may, after giving seven day's written notice to AUTHORITY, suspend services under this Agreement until the Director has been paid in full all amounts due for services and expenses.

#### SECTION 6 - MISCELLANEOUS

6.1. The obligation to provide further services under this Agreement may be terminated (a) by the Authority for any reason upon thirty days' written notice to the Director and (b) by the Director for any reason upon thirty days' written notice to AUTHORITY. In the event of any termination, the Director will be paid for all services rendered to the date of termination, all reimbursable expenses, and termination expenses.

6.2. AUTHORITY and the Director, and the respective partners, successors, executors, administrators, assigns and legal representatives of each are bound by this Agreement to the other party to this Agreement and to the partners, successors, administrators, assigns, and legal representatives of such other party in respect of all covenants, agreements, and obligations of this Agreement.

6.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than AUTHORITY and the Director.

6.4. If legal action is brought between the parties with respect to this Agreement, both parties agree to bear their own attorney's fees and costs of suit incurred in such action and not to seek reimbursement from the other party. Jurisdiction for such legal action shall be in Eureka County.

6.5. Both parties agree to hold each other harmless from and against all claims other than those based upon the failure to provide benefits as described in this agreement

6.5. This Agreement (consisting of 3 pages) and Exhibits A and B thereto (consisting of 3 pages), constitutes the entire Agreement between AUTHORITY and the Director and supersedes all prior written or oral understandings between them in respect of the subject matter covered hereby. This Agreement and said Exhibits A and B may only be amended, supplemented, modified, or cancelled by a duly executed written instrument.

6.6 Any work product produced by the Director under this contract is the property of the AUTHORITY and may be distributed, reproduced or used under permission of the AUTHORITY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CENTRAL NEVADA REGIONAL  
WATER AUTHORITY

DR. JON HUTCHINGS



Joni Eastley, Chairman

7-14-06



Jon Hutchings, Ph.D.

**EXHIBIT A**

**SCOPE-OF-SERVICES**

for

**CENTRAL NEVADA REGIONAL WATER AUTHORITY EXECUTIVE DIRECTOR  
MANAGEMENT AND TECHNICAL SUPPORT CONTRACTING**

**July 1, 2006 through June 30, 2007**

- Activity 1.0 Organize and Facilitate Meetings of the Central Nevada Regional Water Authority.
- Task 1.1 Determine through consultation with the CNRWA Chairman, the appropriate time and place for meetings
  - Task 1.2 Assist host communities in arranging meeting facilities and services.
  - Task 1.3 In consultation with the Chairman, develop agendas for each meeting of the Authority.
  - Task 1.4 Prepare and disseminate invitations, agendas and background material for each meeting of the Authority.
  - Task 1.5 Facilitate meeting discussions and mediate agenda-related disputes.
  - Task 1.6 Record and disseminate meeting minutes.
  - Task 1.7 Conduct research on special topics at the direction of the Board.
- Activity 2.0 Coordinate Development and Adoption of Agreements, Memorandums-of-Understanding, Bylaws, Resolutions and Other Authority Documents by Members, Prospective Members and Third Parties.
- Task 2.1 Provide information to support development of documents by governing boards, councils or agencies.
  - Task 2.2 Pursue execution of agreements, MOUs, bylaws, resolutions and other documents by Members, Prospective Members and other signatory parties.
  - Task 2.3 Distribute executed agreements, MOUs, etc... to signatory parties.
- Activity 3.0 Monitor Key Water Resource Issues of Concern to the Authority.

- Task 3.1 Monitor proposals for development and use of water resources in the Central Region.
- Task 3.2 Obtain and review pertinent written information regarding proposals for large-scale or potentially controversial water development or use within the Central Region.
- Task 3.3 Meet with project proponents and pertinent agency staff to ascertain the status of proposals for water resource development and use that may concern the Authority.
- Task 3.4 Provide written and verbal reports on the status of proposals for water resource development and use as directed by the Board of Directors.
- Task 3.5 Participate as a representative of the Authority in meetings pertaining to Nevada's water resources, particularly those of the Central Region.
- Task 3.6 Monitor legislative activities related to water resource management within the Central Region.
- Task 3.7 Represent the Authority as directed by the Board of Directors.

Activity 4.0 Manage Grants and Contracts.

- Task 4.1 Research grant funding opportunities to support the Authority's priority activities.
- Task 4.2 Prepare grant proposals as directed by the Board of Directors.
- Task 4.3 Manage grants provided to the Authority by third parties.
- Task 4.4 Develop and manage contracts between the Authority and third parties on behalf of the Board of Directors.
- Task 4.5 Regularly apprise the Board of Directors about the status of active grants and contracts.

Activity 5.0 Conduct Other Authority Business.

- Task 5.1 Assist the Chairman in managing day-to-day activities of the Authority.
- Task 5.2 Conduct other business of the Authority not specified in this Scope-of-Services by mutual agreement between the Board of Directors and the Executive Director.

**EXHIBIT B**

**FEE SCHEDULE**

**Central Regional Water Authority**

**July 1, 2006 through June 30, 2007**

Executive Director	\$100.00 /Per hr.
Research Associate	\$ 60.00 /Per hr.
Administrative Aide	\$ 20.00 /Per hr.

Reimbursable Expenses

Per Diem	\$ 32.00 / day
Mileage	\$ .46 / mile
Copies	\$ .10 /each
Lodging, airfare, ground transportation, car rental, parking, long distance telephone, software, reference materials, reproduction and printing, supplies, and other normal expenses.	at cost
Subcontractors	at cost

**205421**