

AN INTERLOCAL CONTRACT BETWEEN DOUGLAS COUNTY AND THE Indian Hills General Improvement District

WHEREAS, NRS 277.180 authorizes public agencies to enter into interlocal contracts; and

WHEREAS, Douglas County (County) and the Indian Hills General Improvement District (IHGID) mutually desire to enter into an interlocal contract for the purposes set forth below; and

WHEREAS, it is deemed that entry into this interlocal contract is both necessary and desirable and in the best interests of the County and IHGID;

NOW, THEREFORE, the parties mutually agree as follows:

1. The purpose of this contract is to provide the parties with the capability to share and exchange nonsensitive spatial data information developed through the individual efforts of both parties, to avoid duplication of geographic coordinate data information, and to increase operating efficiency and cost savings.

2. The County may:

- a) Provide IHGID with spatial files on a medium and in a format mutually identified and agreed upon.
- b) Provide written documentation describing the contents of the files in accordance with policies.
- c) Provide nonsensitive verified spatial data files.

3. IHGID may:

- a) Provide the County with spatial files on a medium and in a format mutually identified and agreed upon.
- b) Provide written documentation describing the contents of the files in accordance with County policies.
- c) Provide nonsensitive verified spatial data files.

4. The County and IHGID mutually agree:

BARBARA KELD
DEPUTY CLERK
[Signature]

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50238 UNCC NV 88205
Indian Hills GIS

- a) That it is the receiving entity's responsibility to convert shared data to a usable format and medium for their automated environment. The entity providing data is under no obligation to perform a conversion for the receiving entity.
- b) That nothing contained in this contract obligates any entity to an exclusive or sole source relationship for the data being shared.

5. Data to be shared includes land boundary information, legal land description information, and other spatial data, all as mutually agreed upon by Douglas County and IHGID, including related attributes.

6. Blank tapes will be provided by the receiving entity. The providing entity will copy spatial data onto the blank tape within the scope of each party's automated data security policies and procedures. On-line access will not be granted to either party under this contract.

7. Fees for the reproduction and transfer of data under this agreement will not be assessed by any party to the agreement.

8. This contract shall not become effective until and unless approved in accordance with NRS 277.180.

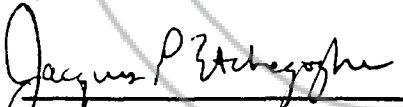
9. This contract shall be effective, from the date of approval by all parties, for five years, unless sooner revoked by either party as set forth in ¶ 10.

10. This contract may be revoked without cause by either party prior to the date set forth in ¶ 9, provided that a revocation shall not be effective until 30 days after a party has served written notice upon the other parties.

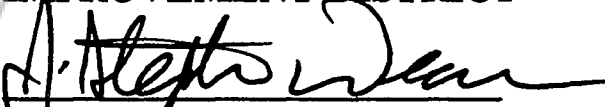
11. This agreement shall be construed and interpreted according to the laws of the State of Nevada.

12. This contract constitutes the entire agreement between the parties and may only be modified by a written amendment signed by the parties.

DOUGLAS COUNTY


Jacques P. Etchegoyhen
Chairman

**INDIAN HILLS GENERAL
IMPROVEMENT DISTRICT**


Chairman

ATTEST:

Barbara Reed

Douglas County Clerk

BY: *L. Lynn* DEPUTY

COPY

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: *December 27 2000*

B. REED Clerk of the *9th* Judicial District Court of the State of Nevada, in and for the County of Douglas.

By *Carol M. Mulder* Deputy

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REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2000 DEC 27 AM 11:15

LINDA SLATER
RECORDER

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