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2002.175

INTERLOCAL CONTRACT BETWEEN DOUGLAS COUNTY

JUL -3 A8:59

AND

KINGSBURY GENERAL IMPROVEMENT DISTRICT

The parties are public agencies under NRS 277.100, and NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform governmental services, activities, or undertaking which any of the contracting agencies is authorized by law to perform; and

Each party is authorized by the laws of Nevada to perform or undertake the function of ensuring safe and adequate treatment of water; and

Douglas County (County) and Kingsbury General Improvement District (District) desire to enter into an agreement to provide funding for the five year update to the Watershed Sanitary Survey and Improvement Plan.

Accordingly, the County and the District agree as follows:

- 1. The County agrees to reimburse IVGID, as the lead agency contracting for and overseeing the Survey, a total not to exceed \$41,025 on completion of the Survey.
- 2. The District agrees to reimburse the County in the amount of \$10,256.20 on completion of the Survey.
- 3. This contract shall become effective upon approval of the governing bodies of the County and the District and shall terminate upon the payment described in \P 2.
- 4. The County and the District, to the extent provided by law, agree to indemnify and hold harmless the other from any liability arising out of the performance of this agreement by the negligent or willful act of its own officers, agents, or employees.
 - 5. The laws of Nevada shall be applied in interpreting and construing this contract.
- 6. The illegality or invalidity of any provision or portion of this contract shall not affect the validity of the remainder of the contract.
- 7. This contract constitutes the full and final agreement of the parties and shall not be modified except in writing signed by both parties.
- 8. This contract may not be assigned except in writing signed by both parties and shall be binding upon and inure to the benefit of the parties' successors and assigns.

9. All written notices under this contract shall be delivered to the following addresses:

Bob Nunes, Director **Community Development** P.O. Box 218 Minden, Nevada 89423

Candy Rohrs, Manager Kingsbury General Improvement District P.O. Box 2220 Stateline, NV. 89449

DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS KINGSBURY GENERAL IMPROVEMENT DISTRICT

 $\mathbf{B}\mathbf{y}$ Chairman

Approved as to Form:

Deputy Cler

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LINDA SLATER RECORDER

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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.

Judicial District Court County of Douglas.