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APPROVED 8/1/02 #43
DOUGLAS COUNTY COMMISSIONERS

FILED

NO. 2002-225

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INTERLOCAL CONTRACT

This Agreement is made by and between Douglas County (County), a political subdivision of the State of Nevada, and Carson City (City), a political subdivision of the State of Nevada and a consolidated municipality created pursuant to 1969 Nev.Stat. ch. 213.

RECITALS

WHEREAS, NRS 277.100(1) defines a public agency eligible to enter into an interlocal contract to include counties and Carson City, and the County and the City are public agencies under NRS 277.100; 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, the County and the City are authorized by the laws of Nevada to provide through grants and other sources the financial resources to meet the needs of County and City operations, services and programs; and

WHEREAS, by entering into this contract the County and the City will be able to provide more effective and efficient and services and promote and protect the health, comfort, safety, life, welfare and property of the inhabitants of the County and the City;

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

1. The term of this agreement shall commence upon approval of this agreement by the governing boards of both parties and shall continue for a period of five years, unless sooner

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terminated in accordance with ¶ 4 or unless renewed in accordance with ¶ 5.

2. Where it is practicable and in the best interest of the County and the City, the parties agree, through joint efforts to pursue joint funding of professional services to pursue regional and local grants and other funding sources for the purpose of supporting, enhancing and establishing new services and programs provided by the County and the City. Nothing in this contract shall be construed to prevent the City or County from independently and separately applying for grants and other funding sources if the governing board of the City or County choose to do so.

3. The County Board of Commissioners and the City Board of Supervisors agree to joint and equal funding of a professional services contract for grant writing and administration services.

4. Either party, without cause, may terminate this contract upon one hundred twenty days written notice to the other party and upon completion of any previously approved projects.

5. This contract shall automatically be extended for an additional five year term on the same terms and conditions unless either party, at least thirty days prior to the expiration of the initial five year term, notifies the other party in writing of its decision to not renew the contract for an additional five year term.

6. Each respective party agrees to indemnify and hold harmless the other party, to the extent provided by law, including, but not limited to, NRS. ch. 41, from and against any liability arising out of the performance of the agreement proximately caused by any act or omission of its own officers, agents, and employees.

7. The laws of the State of Nevada shall be applied in interpreting and construing this agreement.

8. The illegality or invalidity of any provision or portion of this agreement shall not affect the validity of the remainder of the agreement.

9. This agreement constitutes the full and final agreement between the parties and shall not be modified except in writing and signed by both parties.

10. All written notices under this agreement shall be delivered to the following officials at the addresses stated:

County Manager
Post Office Box 218
Minden, Nevada 89423

City Manager
201 North Carson
Carson City, Nevada 89701

11. This agreement may not be assigned except by an agreement in writing signed by both parties and shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the 1st day of August 2002.

DOUGLAS COUNTY BOARD
OF COUNTY COMMISSIONERS

CARSON CITY
BOARD OF SUPERVISORS

By: *Donald H. Nune*
Chairman
Douglas County Board
Board of County Commissioners

By: *Raymond W. ...*
Mayor
Carson City
Board of Supervisors

Approved as to form:

Approved as to form:

By: Robert J. Mann
Deputy District Attorney

By: [Signature]
Deputy District Attorney

ATTEST:

ATTEST:

By: Barbara Beed
Clerk

By: Katherine L. McLaughlin
Deputy Clerk

BY: [Signature]
CLERK TO THE BOARD

COPIES

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: August 22 2008
B. Beed Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By: [Signature] Deputy

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COPY

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

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LINDA SLATER
RECORDER

\$ PAID DEPUTY

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