

N/E

DOC # 0648732  
07/06/2005 08:23 AM Deputy: KLJ

**OFFICIAL RECORD**

Requested By:  
D C/COUNTY MANAGER

Douglas County - NV  
Werner Christen - Recorder

Page: 1 Of 4 Fee: 0.00  
BK-0705 PG- 1805 RPTT: 0.00



Assessor's Parcel Number: N/A

Date: JULY 1, 2005

Recording Requested By:

✓ Name: COUNTY MANAGER'S OFFICE

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

\_\_\_\_\_

CONTRACT #2005.135  
(Title of Document)

INTERLOCAL CONTRACT

This Agreement is made by and between the Douglas County Redevelopment Agency (Agency), a political subdivision of the State of Nevada, and the Douglas County School District (District), a political subdivision of the State of Nevada.

FILED  
NO. 2005.135  
2005 JUL - 1 PM 3:37  
BARBARA REED  
CLERK

RECITALS

WHEREAS, NRS 277.100(1) defines a public agency eligible to enter into an interlocal contract to include redevelopment agencies and school districts, and the Agency and District 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 Agency and District are authorized by the laws of Nevada to construct, improve, maintain, provide capital improvements and related services within the Agency and District, and

WHEREAS, the District maintains and operates the Jacks Valley Elementary School to the benefit of the residents of the District, and

WHEREAS, the Jacks Valley Elementary School property is placed within the Agency for the purpose of enhancing and replacing capital improvements, including but not limited to roof replacement, heating and air conditioning system replacement, parking lot rehabilitation, and other associated improvements.

WHEERAS, the joint funding of capital projects benefits the work of the Agency in the implementation of the Redevelopment Plan.

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.
2. Where it is practicable and in the best interests of the Agency and District, the parties agree, through the joint use of funds that capital improvements to the Jacks Valley Elementary School can be more effectively made.
3. The District shall follow the provisions of NRS 338.010 to 338.090 as applicable.
4. The Agency will provide a financial contribution in the amount of \$50,000 for Fiscal Year 2005-2006 to assist with the funding of capital projects undertaken by the District for the Jacks Valley Elementary School.
5. The Agency shall make payment of \$25,000 following the successful award of a contract for the initial capital improvement project(s), and \$25,000 upon the completion of the improvements. Initial improvements are anticipated to be the parking lot.
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-Redevelopment Agency  
 Daniel C. Holler, County Manager  
 Post Office Box 218  
 Minden, Nevada 89423

Douglas County School District  
 John Soderman, Superintendent  
 Post Office Box 1888  
 Minden, Nevada 89423

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

DOUGLAS COUNTY  
 REDEVELOPMENT AGENCY

By: *[Signature]*  
 Chairman

Approved as to form:

By: *[Signature]*  
 District Attorney

ATTEST:

By: *[Signature]*  
 County Clerk

BY: *[Signature]*  
 CLERK TO THE BOARD

DOUGLAS COUNTY  
 SCHOOL DISTRICT

By: *[Signature]*  
 President

Approved as to form:

By: *[Signature]*  
 Attorney

ATTEST:

By: *[Signature]* **SEAL**  
 Clerk

**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: *[Signature]* 2005  
 B. Reed, Clerk of the Judicial District Court of the State of Nevada, in and for the County of Douglas.

By: *[Signature]* Deputy



BK- 0705  
 PG- 1808