

DOC # 0703154
06/18/2007 09:02 AM Deputy: DW
OFFICIAL RECORD
Requested By:
DC/COUNTY MANAGER

Assessor's Parcel Number: N/A

Date: JUNE 14, 2007

Recording Requested By:

Name: T. MICHAEL BROWN, COUNTY MGRS OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 4 Fee: 0.00
BK-0607 PG- 4937 RPTT: 0.00



CONTRACT #2007.122
(Title of Document)

FILED

2007.122

INTERLOCAL CONTRACT

2007 JUN 13 AM 10:42

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

CLIFFIN
[Signature]

RECITALS

WHEREAS, NRS 277.100(1) defines a public agency eligible to enter into an interlocal contract to include counties and general improvement districts, and the County and District are public agencies under NRS 277.100; and

WHEREAS, NRS 277.180A(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental services, activity, or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, the County and District are authorized by the laws of Nevada to provide for the extermination and abatement of mosquitoes; and

WHEREAS, Douglas County and the District agree that the threat of mosquito born diseases such as the West Nile Virus can pose a public health threat to animals and humans within the District and the County; and

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

WHEREAS, the District is organized and designed to provide services related to and for the purpose of mosquito abatement.

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 interest of the County and District, the parties agree, through the joint use of funds and resources that they can more effectively manage mosquito abatement efforts.

3. For the period of July 1, 2007 through June 30, 2008, the County will provide funding in the amount of \$^{35,000}**** for mosquito abatement services to the District in those areas lying outside of the District's boundaries but within the County. The \$^{35,000}**** will be payable July 1, 2007, to the District for supplies, materials, use of equipment, manpower and services.

4. The County will reimburse the District for reasonable additional costs that are documented by the District and approved by the County prior to expenditure.

5. The District will provide the necessary manpower, chemicals and other needed services to provide the required mosquito abatement efforts in the County.

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, NV 89423

Mosquito Abatement District
Post Office Box 1732
Gardnerville, NV 89410

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 on June 7, 2007

DOUGLAS COUNTY BOARD OF
COUNTY COMMISSIONERS

DOUGLAS COUNTY MOSQUITO
DISTRICT BOARD OF TRUSTEES

By: Doug N. Johnson
Chairman
Doug N. Johnson

By: [Signature]
Chairman

ATTEST:

By: Barbara Griffin
Douglas County Clerk

SEAL

By: Diana Hennessey
Clerk to the Board

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: June 14, 2007
[Signature] Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By [Signature] Deputy

