

DOC # 0716564
01/22/2008 02:02 PM Deputy: GB
OFFICIAL RECORD
Requested By:
DC/CLERK

Assessor's Parcel Number: N/A

Date: JANUARY 18, 2008

Recording Requested By:

Name: CAROL, CLERK'S OFFICE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

Douglas County - NV
Werner Christen - Recorder
Page: 1 of 5 Fee: 0.00
BK-0108 PG- 4342 RPTT: 0.00



CONTRACT #2008.008

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.

FILED

NO. 2008.008

2008 JAN 18 AM 9:39

BARBARA J. GRIFFIN

CLERK

BY *[Signature]*

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.

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 Agency, 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.



BK- 0108
PG- 4343

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 2007-2008 to assist with the funding of capital projects undertaken by the District for the Jacks Valley Elementary School and a contribution in the amount of \$50,000 for Fiscal year 2008-2009, provided adequate funds are allocated by the Agency for this purpose. The funds are provided for partial reimbursement of work completed for the roof replacement and heating and air conditioning (HVAC) improvements which totaled \$1,224,173.
5. 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.
6. The laws of the State of Nevada shall be applied in interpreting and construing this agreement.

7. The illegality or invalidity of any provision or portion of this agreement shall not affect the validity of the remainder of the agreement.
8. This agreement constitutes the full and final agreement between the parties and shall not be modified except in writing and signed by both parties.
9. 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
 Carol Clark, Superintendent
 Post Office Box 1888
 Minden, Nevada 89423

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed.

DOUGLAS COUNTY
 REDEVELOPMENT AGENCY

DOUGLAS COUNTY
 SCHOOL DISTRICT

By: *Doug N. Johnson*
 Doug N. Johnson, Chairman

By: *Lori Jamien*
 President

Date: 11/1/07

Date: 12/11/07

Approved as to form:

Approved as to form:

By: *Robert S. Morris*
 District Attorney

By: *Michael G. Miller*
 Attorney

ATTEST:

ATTEST:

By: *Bonnie Griff*
 COUNTY CLERK

By: *Cynthia M. Tugg*
 Clerk

BY: *Dianne Hennessey*
 CLERK TO THE BOARD

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: January 18, 2008

[Signature] Clerk of the 9th Judicial District Court of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy

SEAL



BK- 0108
PG- 4346