

DOC # 0755190  
12/08/2009 12:40 PM Deputy: KE

**OFFICIAL RECORD**

Requested By:  
DC/GEOGRAPHIC INFORMATION  
SYSTEMS

Douglas County - NV  
Karen Ellison - Recorder

Page: 1 Of 4 Fee: 0.00  
BK-1209 PG- 1709 RPTT: 0.00



Assessor's Parcel Number: N/A

Date: DECEMBER 8, 2009

Recording Requested By: \_\_\_\_\_

Name: CHAD, GIS

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

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

Real Property Transfer Tax: \$ N/A

**CONTRACT #2009.311**

(Title of Document)

FILED

NO. 2009.311

**INTERLOCAL CONTRACT**

2009 DEC 8 AM 9:29

This agreement is made and entered into between Douglas County, State of Nevada, a political subdivision of the State of Nevada, (County), and Kingsbury General Improvement District (KGID).

TED THIRAN  
CLERK  
BY *[Signature]*  
DEPUTY

**RECITALS**

1. The County and KGID are public agencies under NRS 277.100, and may contract with any other public agencies to perform, under NRS 277.180, any governmental service, activity or undertaking that a contracting agency is authorized to perform

2. The parties desire to use with the capability to share and exchange non-sensitive spatial data information developed through the individual efforts of both parties, to avoid duplication of geographic coordinate data information, and to increase operating efficiency and cost savings. The parties mutually agree that the exchange of this information can be reasonably used for the promotion and protection of the health and welfare of the inhabitants of the County.

**AGREEMENT**

In consideration of the mutual promises contained in this agreement the parties agree as follows:

- 1. The County may:
  - a. Provide KGID with spatial files on a medium and in a format mutually identified and agreed upon.
  - b. Provide written documentation describing the contents of the files in accordance with policies.
  - c. Provide non-sensitive verified spatial data files.
  
- 2. KGID may:
  - a. Provide the County with spatial files on a medium and in a format mutually identified and agreed upon.
  - b. Provide written documentation describing the contents of the files in accordance with County Policies.
  - c. Provide non-sensitive verified spatial data files.
  
- 3. The County and KGID mutually agree:
  - a. That it is the receiving entity's responsibility to convert shared data to a usable format and medium for their automated environment. The entity providing the data is under no obligation to perform a conversion for the receiving entity.
  - b. That nothing contained in this contract obligates any entity to an exclusive or sole source relationship for the data being shared.

5. Data to be shared includes land boundary information, legal land description information, and other spatial data, all as mutually agreed upon by the County and KGID, including related attributes.

6. The providing entity will copy spatial data onto the blank CD within the scope of each party's automated data security policies and procedures. On-line access will not be granted to either party under this contract.

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PG- 1710  
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7. Fees for the provision and transfer of digital data under this agreement will not be assessed by any party to the agreement. Fees as adopted by either party will be charged for hard copy products.

8. This agreement will become effective only after it has been ratified by official action of the governing bodies of the each party.

9. Each respective party agrees to indemnify and hold harmless the other party, to the extent provided by law, including, but not limited to, NRS chapter 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.

10. This contract may be terminated without cause by either party, provided that a revocation will not be effective until 30 days after a party has served written notice upon the other party.

11. The laws of the State of Nevada apply in interpreting and construing this agreement.

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

13. This agreement may not be assigned except by a writing signed by both parties.

DOUGLAS COUNTY

Nancy McDermid  
Nancy McDermid, Chairman  
Douglas County Board of Commissioners

SEE ATTACHED PAGE  
~~Eric Johnson~~  
Kingsbury GID

Approved as to Content:  
Chad Turner  
G.I.S.

Approved as to form:  
Joseph L. Ward  
District Attorney

Attest:  
Ted Thran  
Ted Thran, Douglas County Clerk-Treasurer

BY: Laura Suder  
CLERK TO THE BOARD

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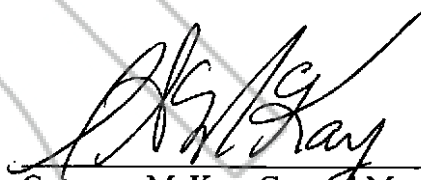
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DOUGLAS COUNTY

\_\_\_\_\_  
Nancy McDermid, Chairman  
Douglas County Board of Commissioners

  
\_\_\_\_\_  
Cameron McKay, General Manager  
Kingsbury General Improvement District

Approved as to Content:

\_\_\_\_\_  
G.I.S.

Approved as to form:

\_\_\_\_\_  
District Attorney

Attest:

\_\_\_\_\_  
Ted Thran, Douglas County Clerk-Treasurer

**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: Dec 9, 2009  
TTThran Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas.

By Carol M. [Signature] Deputy