

Assessor's Parcel Number: N/A

Date: DECEMBER 17, 2010

Recording Requested By: _____

Name: CLAUDETTE SPRINGMEYER, COMPTRROLLER

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 5 Fee: 0.00
BK-1210 PG- 4257 RPTT: 0.00



INTERLOCAL CONTRACT #2010.291

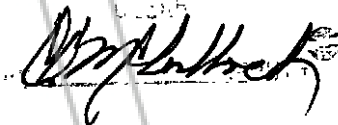
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2010.291

2010 DEC 17 AM 10:05

REC'D TIRAN
CLERK



INTERLOCAL CONTRACT

BETWEEN

DOUGLAS COUNTY, NEVADA

AND

THE DOUGLAS COUNTY MOSQUITO CONTROL DISTRICT

This Interlocal Contract ("Contract") is made by and between Douglas County (the "County"), a political subdivision of the State of Nevada, and the Douglas County Mosquito Control District (the "MCD"), a political subdivision of the State of Nevada and organized under the provisions of N.R.S. Chapter 318.

RECITALS

WHEREAS, the parties are public agencies pursuant to N.R.S. 277.100 and N.R.S. 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, each party is authorized by the laws of the State of Nevada to perform or undertake governmental functions and responsibilities as separate legal entities; and

WHEREAS, the County and the MCD will be able to provide more effective and efficient services by entering into the Contract;

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

- 1. EFFECTIVE DATE OF CONTRACT AND TERM.** The term of the Contract shall commence upon approval of the Contract by the governing boards of both parties and will be in effect unless terminated in accordance with Paragraph 4 of the Contract.

- 2. SERVICES PROVIDED. Numerous County offices and departments, including but not limited to the following, may currently provide direct or indirect services to the MCD:

Comptroller's Office Human Resources
Information Technology Division Motor Pool/Vehicle Maintenance

The parties understand and agree that as other departments are identified in the County Cost Identification and Recovery Plan (the "Recovery Plan") as either providing or not providing direct or indirect services to the MCD, these departments will be deemed to be added or removed from this nonexclusive list.

- 3. PAYMENT FOR SERVICES. The County will, in accordance with the Recovery Plan, identify and account for the costs of providing services to the MCD by the County. However, the parties to the Contract recognize and agree that the services provided by the MCD are of benefit to the County and are comparable in value to the County services provided to the MCD. So long as the MCD continues to provide personnel and equipment to provide ground fogging and mosquito trapping to monitor for the West Nile Virus within the jurisdiction of the MCD, as established by the Douglas County Board of County Commissioners pursuant to N.R.S. 318.050, no payment for the cost of providing the direct or indirect services supplied by the County, in accordance with the Recovery Plan, will be required. Provided, however, the parties understand and agree that the Contract does not prevent the County and the MCD from entering into additional agreements for services provided to the County by the MCD, outside of the jurisdiction of the MCD, under such terms and conditions as the parties may agree.

- 4. TERMINATION OF CONTRACT. Either party may revoke the Contract without cause, provided only that a revocation shall not be effective until 30 days after the terminating party has served written notice upon the other party. The notice of termination may provide for the termination of all or only some of the services provided by the County to the MCD. Any monies due and owing up to the point of termination shall be paid to Douglas County.

- 5. CONFORMITY WITH COUNTY POLICIES. The MCD understands and agrees that, with respect to the County's providing Comptroller, Human Resources, Information Technology, and Motor Pool/Vehicle maintenance services to the MCD, the MCD will comply with the requirements of those departments.

- 6. CONSTRUCTION OF CONTRACT. The Contract shall be construed and interpreted according to the laws of the State of Nevada. Any dispute regarding the Contract shall be resolved by binding arbitration, with an arbiter to be selected from a list

of senior judges maintained by the Nevada Supreme Court of senior judges, with both parties to pay an equal share of the expenses charged by the senior judge and any other related court fees. Each party is responsible for their own attorney's fees. There shall be no presumption for or against the drafter in interpreting or enforcing the Contract.

7. **COMPLIANCE WITH APPLICABLE LAWS.** The MCD shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of the Contract.
8. **COUNTY MANAGER.** The County Manager is expressly delegated the authority by the Douglas County Board of County Commissioners to implement, administer, renew, and terminate the Contract on behalf of the County. Notwithstanding the County Manager's authority, the MCD may request that the Douglas County Board of Commissioners review and modify any decision made by the County Manager related to the Contract.
9. **INDEMNIFICATION.** Each party agrees to indemnify and hold the other party harmless to the fullest extent allowed by law, including, but not limited to, the provisions of Nevada Revised Statutes Chapter 41, from and against any liability relating to or arising from the performance of the Contract proximately caused by any act or omission of its own officers, agents, or employees.
10. **SEVERABILITY.** The illegality or invalidity of any provision or portion of this contract shall not affect the validity of the remainder of the contract.
11. **NON-APPROPRIATION OF FUNDS.** All payments and services provided under this contract are contingent upon the availability of the necessary public funding. In the event that Douglas County does not receive the funding necessary to perform in accordance with the terms of the Contract, the Contract shall automatically terminate and all fees due and owing shall be paid.
12. **ASSIGNMENT.** The parties will neither assign, transfer nor delegate any of the rights, obligations or duties conferred pursuant to the terms of the Contract except in a writing signed by both parties. The Contract shall be binding upon and inure to the benefit of the parties' respective successors and assigns.
13. **ENTIRE CONTRACT.** The Contract constitutes the full and final contract between the parties and shall not be modified except in writing and signed by both parties.

14. NOTICE. All written notices under the Contract shall be mailed or hand delivered to the following officials at the addresses stated below:

County Manager
Douglas County, State of Nevada
Post Office Box 218
Minden, Nevada 89423

District Manager
Mosquito Control District
Post Office Box 1732
Gardnerville, Nevada 89410

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Contract between Douglas County and the Douglas County Mosquito Control District to be executed.

On behalf of and with authority to sign for Douglas County:

By: Michael A. Olson 12/16/10
Michael Olson, Chairman (Date)

On behalf of and with authority to sign for Douglas County Mosquito Control District:

By: Irv Phillips 12-2-10
Irv Phillips, Chair (Date)

Attest:

Ted Thran
Douglas County Clerk
BY: Laura Seduck
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: Dec 17 2010
Clerk of the Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By: Laura Seduck Deputy